

DISCUSSION ITEMS

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: November 3, 2010

Subject: County of San Bernardino County-Wide Visioning Process

Recommendation:* Approve SANBAG participation in the County-Wide Visioning Process and direct Staff to work with the County to identify specific tasks and expenditures for SANBAG involvement up to \$50,000 from Task 49011000 – Council of Governments New Initiatives.

Background: At the SANBAG Board of Directors meeting on October 6, 2010, SANBAG Board President and County Supervisor Brad Mitzelfelt announced that the County was embarking on a process to create a vision for the County. This process is not about creating a vision for the County as a political entity but for the geographic region including all parts of the County both in incorporated cities and towns and in unincorporated areas.

As part of this effort, community meetings will be held, issue specific meetings will be held and online surveys will be conducted to gain broad input. The County sees the potential for SANBAG to be a strong partner in this effort. SANBAG and its committees already serve as the only forum involving representatives of all cities, towns and the County. Also, SANBAG currently has data on each agency's General Plan and other planning and transportation data

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
-----	---	-----	--	-----	--	------	--	-----	--

Check all that apply.

BRD1011b-DAB

Attachment

BRD1011b1-DAB

BRD1011b2-DAB

BRD1011b3-DAB

that could prove beneficial in completing the visioning process. For these reasons, this project is a good match for SANBAG's role as the Council of Governments.

The County is asking that SANBAG join with them in this effort by providing data, assisting with the input process and with outreach. The County is also asking SANBAG to participate as a funding partner which would be appropriate from SANBAG's Council of Governments – New Initiatives task.

Representatives from the County have presented information on this process to the Major Projects, Plans and Programs, Mountain/Desert, and City/County Managers Technical Advisory Committees. During these presentations there was broad consensus for SANBAG to participate in this process. Some concern was raised about stretching SANBAG's limited personnel resources too thin and that concern was noted. Although supportive, City Managers also discussed the limited financial resources available to complete a task of this magnitude. If approved to participate, SANBAG staff will participate and assist as much as possible towards the success of this process while still being mindful of other work required for SANBAG's other missions.

This agenda item contains three attachments related to the Visioning proposal submitted by the County regarding this request.

Financial Impact: This item would approve a direct expenditure of up to \$50,000 from Task 49011000 – Council of Governments New Initiatives. This Task was established specifically to fund Board directed activities as part of SANBAG's role as the Council of Governments. This Task is funded by approximately \$73,500 in dues collected annually from member agencies. Currently there is a budget amount for unspecified Board Directed Projects of \$149,387. The requested \$50,000 would come from that amount and would leave a sufficient balance to allow the Board to react to any unforeseen contingencies that may arise from other projects supported by this Task or allow the Board to undertake other projects that have yet to be identified.

Reviewed By: This item was reviewed and unanimously received by the Major Projects Committee on October 14, 2010, the Mountain/Desert Committee on October 15, 2010, and the Plans and Programs Committee on October 20, 2010. This item was also discussed at the City/County Managers Technical Advisory Committee on October 21, 2010 and the Planning and Development Technical Forum on October 27, 2010.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1011b-DAB
Attachment
BRD1011b1-DAB
BRD1011b2-DAB
BRD1011b3-DAB

The Countywide Vision Project SANBAG Talking Points

The County of San Bernardino wishes to partner with SANBAG to develop a vision for our region.

The Community Indicators Report was a first step in this process to begin to develop a picture of our region as a system and find the connectivity between critical issues.

We believe a collaborative effort to identify the future we all want for both the people of our County and the organizations we represent.

The process to develop the vision is anticipated to have the following components:

- Community-based meetings to gather the perspectives and aspirations of our constituents.
- Issue-based meetings to bring together experts in areas ranging from health care to water to public safety.
- Internet-based surveys targeting special populations such as high school and college students.

All of these perspectives will be synthesized for a task force to use to develop a reality based vision for our County.

We would request from SANBAG:

1. Active participation in developing the forums for gathering input;
2. Staff involvement to a limited extent on the working team;
3. Financial support for an effort targeted at bringing together all the individual City visions as outlined in General Plans and other relevant
4. documents_(See attached scope of work)
5. Participation in the rollout of the vision;
6. Finally, a commitment to work together to create the best future for our region.
7. Consider joining the County_as a sponsor in the 2011 Community Indicator Project (See attached proposal).

Next steps:

1. Specific presentations and discussion at Major Projects, Mountain/Desert, Plans and Programs, and Planning Directors meetings;
2. Presentation to the Board in November.

MEMORANDUM

DATE: OCTOBER 7, 2010
TO: SANBAG
FROM: SAN BERNARDINO COUNTY CAO
CC:
RE: ASSESSMENT OF SAN BERNARDINO COUNTY CITIES' GENERAL PLANS

The following memorandum describes two phases, which could be completed simultaneously, for assessing San Bernardino County cities' general plans. For this approach, it is assumed that SANBAG has already completed an assessment of cities' general plan land use plans and their growth implications in terms of dwelling unit, population and employment buildout projections.

Phase One: Develop Growth Concept Map to Guide Future Implementation/Funding Strategies

Step 1. Assess cities' general plan visions and SANBAG composite land use and transportation plans and identify areas of incremental growth. The objective of this step is to identify more specifically where the change in growth is going to occur as opposed to areas that already account for total buildout projections. This step will include the review of general plans and their accompanying EIRs to better understand the delta between existing and future development.

Step 2. Interview cities. For cities that are currently updating their general plans and do not have information readily available to assist during Step 1, it is important to meet with city representatives to better understand where their new general plans will diverge, in terms of growth, from the current plan.

Step 3. Develop Growth Concept Map. Based on the results of Steps 1 and 2, this step will include the development of a Growth Concept Map (similar to SANDAG's Smart Growth Concept Map attached) that highlights centers for growth, areas for open space/habitat protection and major transportation facilities. For each category mapped, model strategies and policies would be developed that could be used to guide future funding and implementation decisions.

Phase Two: Qualitative Assessment of General Plans (10 Key Questions)

The objective of this task is to analyze and document responses for up to 10 "key questions" which would be developed with input from the County and SANBAG. The goal is to identify where visions and plans align, where they may conflict, or where they may create undesired competition. The following are sample questions that could be revised based on client needs:

- Where are priority growth areas? Are these areas consistent with SCAG Compass strategies? Do land use plans align with planned transit improvements of other agencies?

- What are the undeveloped land resources that are not under federal control or planned for habitat or open space conservation?
- Does the general plan have any policies regarding the city's sphere of influence? How do these align (or conflict) with County land use plans or policies?
- Does the general plan or vision identify (truly) unique assets that the city is seeking to build upon?
- Are specific job sectors targeted for growth within the general plan?
- Are cities planning to update their general plans in the next five years?
- Based on the San Bernardino County Indicators Report and what it states as key indicators for future growth of the County, we may also want to explore questions such as these examples:
 - Does the general plan say anything about K-12 education or higher education? While general plans often remain silent on these issues, it is important to know what they do say, if anything, regarding this issue that is highlighted as a critical component of the future growth of the region.
 - Does the general plan say anything about the expansion of medical care or support services and health related office development?
 - Where are the employment concentrations in San Bernardino County today? Do general plans seek to expand those centers or create new ones? What kinds of incentives do the general plans provide to facilitate this growth?

Based on the answers to these questions, findings and implications will be summarized in a report. Visions-in-the-making that could be used as a starting point for the District visioning efforts will also be addressed in the report, as well as potential implications for the County's statutory responsibilities (e.g., education, health care, social services, law enforcement, etc.).

The La Jolla Institute's San Bernardino County Community Indicators Project

Organizational Background:

The La Jolla Institute is a non-profit 501c3 organization dedicated to understanding the factors that help communities thrive. We are an independent nonpartisan institution for policy research, education, and economic development. The focus of the Institute is to advance a better understanding of the impact of the new economy and new ways of working on organizations and communities alike.

The research and activities at La Jolla Institute are designed to educate government, business, civic, and educational institutions on the unique opportunities and challenges in the information age. One successful community project that La Jolla Institute has developed is the Community Indicators Project.

Recent projects of the La Jolla Institute include:

San Bernardino Association of Governments vision facilitation

City of Ontario Economic Positioning Study

Four Corners Transportation Coalition Regional Analysis

Purpose of the Community Indicators Project:

The Community Indicators Project pulls together and reports the most vital statistics found by community experts. Assessment and data are collected and shared in areas such as; economic and business climate, technology and innovation, education, community health and prosperity, public safety, environment, and civic engagement. It has been found, locally and nationally, that when consortiums are formed, community viability and sustainability can be improved.

The main purposes of the Community Indicators Project are:

1. Inform and encourage information sharing among the community;
2. Substantiate data using systematic research methods from a variety of perspectives;
3. Publish and disseminate aggregated data as a printed booklet and as a web-based medium;
4. Encourage dialogue within the community for problem solving and resource allocation;
5. Record findings that will serve as a point of reference;
6. Provide a continuance of the Community Indicators Project to analyze and report trends;

7. Improve the well-being of community under study;
8. Study and share research model with neighboring communities for synergistic comparison.

Relevance to San Bernardino County

We recognize that San Bernardino County has spent years at the top of the heap with regard to economic growth. Those years of high expectations have been followed by challenges and disappointment of being the focal point of our nation's realignment. The dramatic shift that has occurred over the last few years has rippled through all aspects of the fabric of San Bernardino County society.

In order to understand the magnitude of this transformation in San Bernardino County, it is critical to benchmark the areas that are most significant. There is no better time to measure the key indicators and evaluate the impact of these changes.

At this point, agencies are working and reporting findings in isolation. Collaborative efforts are needed because of the interplay of factors influencing community well-being.

The Community Indicators Project will prove the context for important forward looking conversations to address our most critical issues. Modeled after community indicator reports published around the country, this report will provide a timely framework to understand San Bernardino as a system and the attendant relevance of the key findings.

Sponsorship

This report will be funded through the support of sponsors. The following sponsor categories will be offered:

Title Sponsorship - \$50,000 per year - three year commitment

Regional Sponsor - \$25,000 per year - three year commitment

Issue Sponsor - \$10,000

Community Sponsor - \$5,000

Title Sponsorship Includes:

- Participation in the project oversight committee: The sponsor will have the opportunity to have as much participation in the committee overseeing the report as they would like. The project oversight committee will identify the subject areas and indicators to be covered in the report.
- Participation in the technical advisory committees - each of the subject areas will have a technical advisory committee for sourcing data and reviewing content.
- Introductory letter - the title sponsor will be able to provide a letter of introduction at the beginning of the report.

ATTACHMENT #3

- Logo placement - Each category of sponsorship will have their logos displayed in proportional levels of prominence on the sponsor page of the report.
- The Title Sponsor will receive 1,000 printed copies of the report; the regional sponsor 500; issue sponsors 250; community sponsors 100.
- The Sponsors will receive a PDF for placement on the Internet.
- The report authors will be available for presentations presenting and reviewing the report.
- The Sponsors will be able to participate in any post report activities or discussions.

Sponsorship will ensure the report is completed in a manner that will lay the ground work for ongoing dialogs. Total sponsorship amount necessary is \$150,000.

Project Assumptions, Proposed Scope and Milestones

The project assumptions for preparation of the 2011 San Bernardino County Community Indicators Report is based on the following:

- The San Bernardino County Community Indicators Report will be prepared between November 2010 and March 2011 (published April 2011). This will require all data to be gathered, analyzed and the report drafted/designed by February 2011, with proofing/printing in march.
- The Report will include approximately 35 indicators, with two additional “special features,” and a multi-page overall profile of the county.
- We will create and work with an advisory committee to determine the indicators to be included, most of which will be similar in scope/data content to indicators in the Orange County Indicators Report. Importantly, if the report format or selected indicators differ significantly from the Orange County Indicators Report, this will reduce the efficiencies of a synergistic project and may impact the project timeline and overall cost. Indicator selection must occur before data collection and analysis can begin.
- We will engage technical experts in a series of advisory task forces to address specific subject matter.
- For comparison purposes, we will gather and analyze data for San Bernardino County, California and the U.S. (where available), Southern California counties, and 2 additional peer counties, to be determined by the advisory team.

Specific project schedule:

- Weeks 1 - 2 Pull together subject area task forces
- Weeks 2 - 4 Hold task force meetings to asses current information available and necessary additional data gathering
- Weeks 5 - 6 Gather data and draft preliminary commentary

ATTACHMENT #3

- Weeks 6 - 8 Second round of task force meetings to review preliminary data and commentary
- Weeks 9 - 10 Rough draft of report content
- Weeks 11 - 12 Work with printer on report layout
- Weeks 13 - 14 Final review
- Week 15 - Print report

Given the underlying assumptions and scope outlined above, the La Jolla Institute proposes to publish the 2011 San Bernardino County Indicators Report for \$150,000, inclusive of data collection and analysis, text development and content review, and graphic design and layout and printing.

Project Team

The Community Indicators Project is a collaborative effort of a specialized team needed for convening key community/subject matter leaders to identify the key issues for measurement and sources of data and for analytical context and commentary of the information. Additionally, a specialized team is needed to produce a printed and web-based report for broad circulation and to initiate strategy dialogs on the key findings to address critical issues.

- Steve PonTell: President of the La Jolla Institute
- Burke Consulting : Lead consulting team for the Orange County Community Indicators Report
- Norm King: Retired Executive Director of SANBAG

Our team not only has extensive involvement with the Orange County Community Indicators project but has also recently completed studies for the cities of Ontario and Santa Ana; created a Visioning document for SANBAG; developed a Change Assessment and Plan for SCAG; and completed an assessment of LA County's recent organizational restructuring.

Attachment A: Indicator Suggestions

The indicators suggested below are those within the Orange County Community Indicators report that would be most relevant to San Bernardino County as well. Some of the suggested indicators may be based on data that only shows results by metro area, and thus Riverside and San Bernardino County are combined. The advisory team will need to determine if this is acceptable. While the following is organized similar to the Orange County Community Indicators Report, they could also be grouped into categories such as: Health Services, Infrastructure, Economics and the Environment, Public Safety, and Education.

County Profile (approximately 4 pages)

Special Features (1-2 features)

Additional NEW indicators (4-5 indicators) to be included in relevant sections below

Economic & Business Climate Section

- Business Climate
- Cost of Living
- Per Capita Income
- Employment by Industry Clusters (*recommend changing selected clusters to be responsive to core SB industries and include Government employment, given large portion of the county controlled by federal government*).
- Housing Demand
- Housing Affordability
- Rental Affordability
- Mobility
- Transit

Education

- Educational Attainment
- College Readiness
- Academic Performance

Community Health & Prosperity

- Prenatal Care
- Leading Causes of Death for Children Under Five
- Physical Fitness of Children
- Family Income Security
- Family Housing Security
- Health Insurance Coverage
- Mental Health
- Substance Abuse
- Health Status

Public Safety

- Family Safety
- Crime Rate
- Gang-Related Crime

Environment

- Solid and Household Hazardous Waste
- Air Quality
- Water Use and Supply

Civic Engagement

- Voter Participation
- Nonprofits

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: November 3, 2010

Subject: Federal Legislative Update

Recommendation:* Receive and file the Federal Legislative Update from SANBAG's Federal Advocate, Steve Palmer of Van Scoyoc Associates, Inc.

Background: SANBAG's federal advocate, Steve Palmer of Van Scoyoc Associates, Inc., will provide an oral report to the Board of Directors. Mr. Palmer's report will recap the year's events in Washington, D.C. pertaining to transportation policy and funding and how they pertain to SANBAG. Mr. Palmer will also discuss the ramifications of the General Election results from the night before the Board meeting. A brief prospective look at how 2011 may unfold for transportation issues in Washington, D.C. will also be included.

Financial Impact: This item is for informational purposes and has no impact on the SANBAG budget.

Reviewed By: This item has not had prior Committee review.

Responsible Staff: Aaron Hake, Director of Legislative Affairs

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
-----	---	-----	---	-----	---	------	---	-----	---

Check all that apply.

BRD1011a-AH

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: November 3, 2010

Subject: North Milliken Avenue Grade Separation (Project)

- Recommendation:***
1. Award Construction Contract No. C11004 to C.C Myers, Inc for the North Milliken Avenue Grade Separation Project in the amount of \$27,160,048.00 and allocate Contingency cost in the amount of \$2,716,005.00 for a total amount of \$29,876,053.00.
 2. Approve amendment to SANBAG Fiscal Year 2010/2011 budget under Task 0882— North Milliken Avenue Grade Separation to replace \$2,600,000 in State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds with \$2,600,000 in City of Ontario Development Impact Fee funds.

Background:

Recommendation #1:

This item provides for award of a new contract based on the competitive low bid process. On September 23, 2010, eleven bids were received for the construction North Milliken Avenue Grade Separation Project ranging from \$28,067,453 to \$34,276,475. Staff conducted an analysis of all bids. After review, staff recommended that the all bids be rejected and that the project be re-advertized. On October 6, 2010 the Board approved this recommendation.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

	COG		CTC	x	CTA		SAFE		CMA
--	-----	--	-----	---	-----	--	------	--	-----

The project was re-advertised on October 7, 2010. On October 21, 2010 SANBAG received six (6) bids from prime contractors ranging from \$27,160,047.57 to \$30,248,251.00. At the bid opening CC Myers Inc. was ranked as the apparent lowest responsive bidder at \$27,160,047.57 followed by SEMA Construction Inc. at \$27,336,545.00 and Ortiz Enterprises Incorporated listed as the 3rd lowest bidder at \$27,495,871.00. The engineer's construction estimate is \$39.71 million. With the addition of contingency, the engineer's total estimate of is \$43.6 million.

In accordance with the Bid Proposal requirements all contractor proposals were analyzed by staff. This verification process confirmed the bid day ranking and indentified CC Myers Inc. as the lowest responsive and responsible bidder.

In addition to the contract award of \$27,160,048.00, staff is requesting the Board authorize \$2,716,005.00 for contingency funds for a total amount of \$29,876,053.00.

Recommendation #2:

This recommendation was not previously reviewed by the Major Projects Committee. In May 2010, SANBAG approved a construction cooperative agreement (Contract R10195) with the City of Ontario whereby the parties agreed that funding for construction of the North Milliken Grade Separation Project would be split 80%-20% between SANBAG and the City, respectively. The agreement specified that SANBAG would take the lead role in managing construction of the project and would invoice the City monthly for their share of project costs. However, the May 2010 Board Agenda item focused on approval of SANBAG's contribution to the project costs and did not include a recommendation to include the City's share of costs in either the 2009/2010 or 2010/2011 Fiscal Year budgets.

Staff now recommends approval of a budget amendment to include \$2,600,000 in City of Ontario Development Impact fees under Task 882 in the current Fiscal Year (2010/2011) budget in accordance with the previously approved construction cooperative agreement, and to reduce STIP/RIP Funds by \$2,600,000 resulting in a net zero change in the 2010/2011 FY budget for this task.

Financial Impact: This item is not consistent with the current SANBAG Fiscal Year 010/11 Budget for TN 88211000. A request for budget amendment is included as part of this agenda item.

Reviewed By: Approval to take recommendation #1 of this item directly to the Board was approved by the Major Projects Committee on June 10, 2010 and the Board on July 7, 2010. SANBAG Counsel has reviewed and approved the contract as to

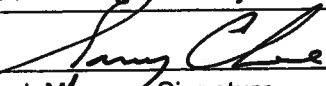



form. Recommendation #2 was not previously reviewed by the Major Projects Committee but has been reviewed and concurred with by SANBAG's Chief Financial Officer.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C11004
by and between San Bernardino Associated Governments and CC Myers, Inc.
for North Milliken Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes: Total construction cost shared 80/20 with City of Ontario. A FY 2010/2011 budget revision is requested to replace \$2.6M of STIP/RIP funds with City of Ontario Funds per contract R10195.						
Original Contract: \$ 27,160,048.00		Previous Amendments \$ 0				
		Previous Amendments \$ 0				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ 2,716,005.00		Current Amendment: \$ 0				
		Current Amendment Contingency / Allowance: \$ 0				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ 29,876,053.00
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
882	650	0000	53701	4220204	STIP/RIP	\$ 23,900,842.00
882	650	0000	53701	4241601	City of Ontario Funds	\$ 5,975,211.00
Original Board Approved Contract Date:				11/3/10	Contract Start: 11/3/10	Contract End: 12/30/2013
New Amend. Approval (Board) Date:				_____	Amend. Start: _____	Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.						
Approved Budget Authority ►		Fiscal Year: 10/11 \$ 13,000,000.00		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ 16,876,053.00
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. 882 (C-Task may be used here.).						
<input checked="" type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds

Task Manager: Garry Cohoe		Contract Manager: Scott Neff	
 Task Manager Signature		 Contract Manager Signature	
 Chief Financial Officer Signature		 Date	

**SAN BERNARDINO ASSOCIATED GOVERNMENTS
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
In the City of Ontario, California**

Contract No. C11004

THIS CONTRACT made and concluded in duplicate November 3, 2010 by and between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and CC Myers, Inc (referred to hereinafter as "Contractor").

ARTICLE I. ---WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with AUTHORITY, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by AUTHORITY, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with the 2009 Greenbook: Standard Specifications for Public Works Construction and the following California Department of Transportation Publications: Standard Plans, dated May, 2006, Standard Specifications, dated May, 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

This Contract, including the Invitation for Bids (IFB), Project Plans dated July 1, 2010 and Special Provisions dated July 1, 2010, and Addendums 1, 2, 3, 4, 5 and 6 constitutes the complete and exclusive statement of the terms and conditions of this Contract between the AUTHORITY and Contractor for the work specified. This Contract supersedes all prior representations, understanding and communications between AUTHORITY and Contractor. The invalidity in whole or part of any term or condition of this Contract shall not affect the validity of other terms or conditions.

**NORTH MILLIKEN AVE GRADE SEPARATION
Project No. ST0104**

ARTICLE II. ---AUTHORITY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. ---The State general prevailing wage rates most current edition at the date of the Bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or Bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid conflicting herewith.

ARTICLE IV. ---By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. --- Contractor agrees to receive and accept the following prices as full compensation for (1) furnishing all materials and for doing all the work contemplated and embraced in this agreement; (2) all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by AUTHORITY, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and; (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
Contract No. C11-004

Item No.	A D S F	Item Description	Unit of Measure	Quantity	Item Price	Item Total
1		MOBILIZATION	LS	1	\$3,100,000. ⁰⁰	\$3,100,000. ⁰⁰
2		CLEARING AND GRUBBING	LS	1	\$100,000. ⁰⁰	\$100,000. ⁰⁰
3		RECORD OF SURVEY	LS	1	\$15,000. ⁰⁰	\$15,000. ⁰⁰
4		PROJECT SCHEDULE	LS	1	\$10,000. ⁰⁰	\$10,000. ⁰⁰
5		AIR POLLUTION CONTROL	LS	1	\$50,000. ⁰⁰	\$50,000. ⁰⁰
6		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$5,000. ⁰⁰	\$5,000. ⁰⁰
7		IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$100,000. ⁰⁰	\$100,000. ⁰⁰
8	A	RAIN EVENT ACTION PLAN	EA	20	\$500.00	\$10,000.00
9		STORM WATER SAMPLING AND ANALYSIS DAY	DAY	12	500. ⁰⁰	6,000. ⁰⁰
10	A	STORM WATER ANNUAL REPORT	EA	3	\$2,000.00	\$6,000.00
11	F	UNCLASSIFIED FILL	CY	32,030	\$8. ⁰⁰	\$256,240. ⁰⁰
12	F	UNCLASSIFIED EXCAVATION	CY	2920	\$4. ⁰⁰	\$11,680. ⁰⁰
13		NOT USED			\$ —	\$ —
14		SUBBALLAST	CY	8842	\$25. ⁰⁰	\$221,050. ⁰⁰
15	A	HAZARDOUS WASTE DISPOSAL	TON	100	\$200.00	\$20,000.00
16		REMOVE CHAIN LINK FENCE	LF	2352	\$5. ⁰⁰	\$11,760. ⁰⁰
17		REMOVE ASPHALT CONCRETE	CY	625	\$30. ⁰⁰	\$18,750. ⁰⁰
18		REMOVE CULVERT	EA	1	\$18,000. ⁰⁰	\$18,000. ⁰⁰
19		REMOVE DRAINAGE FACILITY (CATCH BASIN)	EA	2	\$2,500. ⁰⁰	\$5,000. ⁰⁰
20		REMOVE STORM DRAINAGE (18" RCP)	LF	15	\$50. ⁰⁰	\$750. ⁰⁰

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
Contract No. C11-004

21		REMOVE CONCRETE HEADWALL (INLET STRUCTURE)	EA	1	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
22		REMOVE RETAINING WALL	LS	1	\$ 6,000. ⁰⁰	\$ 6,000. ⁰⁰
23		REMOVE CONCRETE PAVEMENT	SF	16516	\$ 1. ⁰⁰	\$ 16,516. ⁰⁰
24		COLD PLANE ASPHALT CONCRETE PAVEMENT	SF	29000	\$ 0.75	\$ 21,750. ⁰⁰
25		REMOVE CONCRETE CURB	LF	70	\$ 12. ⁰⁰	\$ 840. ⁰⁰
26		REMOVE CONCRETE (CURB AND GUTTER)	LF	1076	\$ 5. ⁰⁰	\$ 5,380. ⁰⁰
27		REMOVE CONCRETE SIDEWALK	SF	3215	\$ 1. ⁰⁰	\$ 3,215. ⁰⁰
28		REMOVE CONCRETE (GUTTER)	LF	69	\$ 13. ⁰⁰	\$ 897. ⁰⁰
29		REMOVE CONCRETE ISLAND (MEDIAN & CONCRETE PAD)	SF	2887	\$ 1. ⁰⁰	\$ 2,887. ⁰⁰
30		REMOVE TREE	EA	12	\$ 750. ⁰⁰	\$ 9,000. ⁰⁰
31		RELOCATE HYDRANT	EA	1	\$ 6,000. ⁰⁰	\$ 6,000. ⁰⁰
32		RELOCATE WARNING SIGN (UTILITY LOCATION SIGN)	EA	8	\$ 650. ⁰⁰	\$ 5,200. ⁰⁰
33		RELOCATE WATER METER	EA	1	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
34		RELOCATE AIR RELEASE & VACUUM RELIEF VALVE	EA	3	\$ 5,500. ⁰⁰	\$ 16,500. ⁰⁰
35		ADJUST WATER VALVE COVER TO GRADE	EA	18	\$ 400. ⁰⁰	\$ 7,200. ⁰⁰
36		ADJUST MANHOLE TO GRADE	EA	6	\$ 600. ⁰⁰	\$ 3,600. ⁰⁰
37	F	ROADWAY EXCAVATION	CY	2949	\$ 10. ⁰⁰	\$ 29,490. ⁰⁰
38		AGGREGATE BASE	CY	1254	\$ 40. ⁰⁰	\$ 50,160. ⁰⁰
39		HOT MIX ASPHALT PAVEMENT	TN	396	\$ 125. ⁰⁰	\$ 49,500. ⁰⁰
40		CONCRETE PAVEMENT	CY	1860	\$ 200. ⁰⁰	\$ 372,000. ⁰⁰

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
Contract No. C11-004

41		CONCRETE CURB AND GUTTER TYPE B	LF	994	\$ 30. ⁰⁰	\$ 29,820. ⁰⁰
42		CONCRETE CURB AND GUTTER TYPE B (CURB FACE H = 6")	LF	16	\$ 30. ⁰⁰	\$ 480. ⁰⁰
43		CONCRETE CURB TYPE A, 8"	LF	809	\$ 30. ⁰⁰	\$ 24,270. ⁰⁰
44		CONCRETE CURB AND GUTTER TYPE A, 6"	LF	57	\$ 30. ⁰⁰	\$ 1,710. ⁰⁰
45		CONCRETE ROLLED CURB (CITY STD. 1201)	LF	45	\$ 32. ⁰⁰	\$ 1,440. ⁰⁰
46		MODIFIED CONCRETE CURB TYPE D (ACCESS ROAD)	LF	369	\$ 32. ⁰⁰	\$ 11,808. ⁰⁰
47		CONCRETE SIDEWALK/ISLAND	SF	9134	\$ 4. ⁰⁰	\$ 36,536. ⁰⁰
48		PAVERS (MEDIAN)	SF	1565	\$ 17. ⁰⁰	\$ 26,605. ⁰⁰
49		PAVERS (ACCESS ROAD)	SF	2739	\$ 14. ⁰⁰	\$ 38,346. ⁰⁰
50		COBBLESTONES	SF	733	\$ 12. ⁰⁰	\$ 8,796. ⁰⁰
51		CURB RAMP TYPE I	EA	3	\$ 2,100. ⁰⁰	\$ 6,300. ⁰⁰
52		CURB RAMP TYPE II	EA	4	\$ 2,200. ⁰⁰	\$ 8,800. ⁰⁰
53		CHAIN LINK FENCE	LF	240	\$ 37. ⁰⁰	\$ 8,880. ⁰⁰
54		CHAIN LINK GATE	EA	1	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
55		TEMPORARY CONSTRUCTION CHAIN LINK FENCE	LF	11515	\$ 12. ⁰⁰	\$ 138,180. ⁰⁰
56		DRIVEWAY	SF	386	\$ 12. ⁰⁰	\$ 4,632. ⁰⁰
57		RESIDENTIAL DRIVEWAY	SF	580	\$ 11. ⁰⁰	\$ 6,380. ⁰⁰
58		REMOVABLE BARRIER POST	EA	4	\$ 2,500. ⁰⁰	\$ 10,000. ⁰⁰
59		TEMPORARY SIGNAL AND LIGHTING (LOCATION 1)	LS	1	\$ 33,000. ⁰⁰	\$ 33,000. ⁰⁰
60		MODIFY SIGNAL AND LIGHTING (LOCATION 1)	LS	1	\$ 165,000. ⁰⁰	\$ 165,000. ⁰⁰

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
Contract No. C11-004

61		MODIFY SIGNAL AND LIGHTING (LOCATION 2)	LS	1	\$ 200,000. ⁰⁰	\$ 200,000. ⁰⁰
62		STREET LIGHTING	LS	1	\$ 40,000. ⁰⁰	\$ 40,000. ⁰⁰
63		TRAFFIC CONTROL SYSTEM	LS	1	\$ 75,000. ⁰⁰	\$ 75,000. ⁰⁰
64		REMOVE TRAFFIC STRIPE	LF	1800	\$ 1. ⁰⁰	\$ 1,800. ⁰⁰
65		REMOVE PAVEMENT MARKING	SF	1986	\$ 1. ⁰⁰	\$ 1,986. ⁰⁰
66		REMOVE ROADSIDE SIGN	EA	4	\$ 90. ⁰⁰	\$ 360. ⁰⁰
67		RELOCATE SIGN	EA	4	\$ 195. ⁰⁰	\$ 780. ⁰⁰
68		ROADSIDE SIGN - ONE POST	EA	17	\$ 300. ⁰⁰	\$ 5,100. ⁰⁰
69		STRIPING AND MARKINGS	LS	1	\$ 13,000. ⁰⁰	\$ 13,000. ⁰⁰
70		PROJECT FUNDING SIGN	EA	2	\$ 900. ⁰⁰	\$ 1,800. ⁰⁰
71		CHANGEABLE MESSAGE SIGN	EA	7	\$ 15,000. ⁰⁰	\$ 105,000. ⁰⁰
72		18" RCP (D-3000)	LF	157	\$ 100. ⁰⁰	\$ 15,700. ⁰⁰
73		24" RCP (D-3000)	LF	270	\$ 110. ⁰⁰	\$ 29,700. ⁰⁰
74		30" RCP (D-3000)	LF	10	\$ 210. ⁰⁰	\$ 2,100. ⁰⁰
75		12" PVC PIPE DOWNDRAIN (Sch 80)	LF	46	\$ 200 200. ⁰⁰	\$ 9,200. ⁰⁰
76		8" PERFORATED PIPE-TEMPORARY	LF	5900	\$ 25. ⁰⁰	\$ 147,500. ⁰⁰
77		8" PERFORATED PIPE	LF	800	\$ 23. ⁰⁰	\$ 18,400. ⁰⁰
78		15" PERFORATED PIPE	LF	5950	\$ 32. ⁰⁰	\$ 190,400. ⁰⁰
79		DRAINAGE INLET PIPE RISER	EA	2	\$ 3,000. ⁰⁰	\$ 6,000. ⁰⁰
80		CATCH BASIN Std. 3003 (W=3.5')	EA	1	\$ 6,500 6,500. ⁰⁰	\$ 6,500. ⁰⁰

6,500.⁰⁰

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
 Contract No. C11-004

81		CATCH BASIN Std. 3003 (W= 7')	EA	1	\$ 9,000. ⁰⁰	\$ 9,000. ⁰⁰
82		CATCH BASIN Std. 3003 (W= 14')	EA	1	\$ 14,000. ⁰⁰	\$ 14,000. ⁰⁰
83		PARKWAY DRAIN	LF	33	\$ 220. ⁰⁰	\$ 7,260. ⁰⁰
84		CONCRETE BOX CHANNEL	LF	225	\$ 135. ⁰⁰	\$ 30,375. ⁰⁰
85		FRAME AND GRATE (ACCESS COVER-A2273 OR EQUAL)	EA	5	\$ 600. ⁰⁰	\$ 3,000. ⁰⁰
86		CLEANOUT	EA	22	\$ 900. ⁰⁰	\$ 19,800. ⁰⁰
87	F	EARTH DITCH (DITCH EXCAVATION)	CY	1367	\$ 6. ⁰⁰	\$ 8,202. ⁰⁰
88		CONCRETE LINING	SF	120	\$ 15. ⁰⁰	\$ 1,800. ⁰⁰
89		CONCRETE COLLAR	EA	8	\$ 700. ⁰⁰	\$ 5,600. ⁰⁰
90		CONCRETE HEADWALL	EA	1	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
91		CONCRETE ENCASEMENT (Pipe)	LF	100	\$ 100. ⁰⁰	\$ 10,000. ⁰⁰
92		GRAVEL RIPRAP	CY	8	\$ 200. ⁰⁰	\$ 1,600. ⁰⁰
93		CONNECTION TO EX. CATCH BASIN	EA	1	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
94		8-INCH FLARE END SECTION	EA	1	\$ 500. ⁰⁰	\$ 500. ⁰⁰
95		18-INCH FLARED END SECTION	EA	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
96		CUT, CAP AND SLURRY EXISTING WATER LINE	EA	2	\$ 3,500. ⁰⁰	\$ 7,000. ⁰⁰
97		SEWER LINE PROTECTION	LF	70	\$ 130. ⁰⁰	\$ 9,100. ⁰⁰
98		GAS LINE PROTECTION	LF	130	\$ 140. ⁰⁰	\$ 18,200. ⁰⁰
99		STORM LINE PROTECTION	LF	170	\$ 160. ⁰⁰	\$ 27,200. ⁰⁰
100	F	STRUC EXCAVATION (T-WALL)	CY	32000	\$ 6. ⁰⁰	\$ 192,000. ⁰⁰

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
 Contract No. C11-004

101	F	OVER EXCAVATION	CY	11744	\$ 7. ⁰⁰	\$ 82,208. ⁰⁰
102		EARTH RETAINING STRUCTURE (Shoring T-Wall Construction)	SF	87383	\$ 35. ⁰⁰	\$3,058,405. ⁰⁰
103		EARTH RETAINING STRUCTURE (T-Wall Construction)	SF	272284	\$ 33. ²⁵	\$9,053,443. ⁰⁰
104		EARTH RETAINING STRUCTURE (Landscape Walls & Protection Wall)	SF	6291	\$ 22. ⁰⁰	\$138,402. ⁰⁰
105		ARCHITECTURAL TREATMENT - FAÇADE AND FORMLINER (T- Wall)	SF	19216	\$ 2. ⁰⁰	\$ 38,432. ⁰⁰
106	D 1	ARCHITECTURAL TREATMENT - FAÇADE AND FORMLINER (T- Wall, North Side)	SF	100991	\$ 0.70	\$ 70,693. ⁷⁰
107		GUARDRAIL FENCING / HANDRAIL (T-WALL)	LF	644	\$ 70. ⁰⁰	\$ 45,080. ⁰⁰
108		STEEL PIPE GUARDRAIL (T- WALL)	LF	9493	\$ 33. ⁰⁰	\$ 313,269. ⁰⁰
109		CHAIN LINK FENCE (T-WALL)	LF	5044	32. ⁰⁰	161,408. ⁰⁰
110		CABLE RAILING (Shoring T- WALL)	LF	5748	\$ 32. ⁰⁰	\$ 183,936. ⁰⁰
111	F	STRUC EXCAVATION (BRIDGE)	CY	908	\$ 60. ⁰⁰	\$ 54,480. ⁰⁰
112	F	STRUC BACKFILL (BRIDGE)	CY	919	\$ 30. ⁰⁰	\$ 27,570. ⁰⁰
113	S	FURNISH PILING CLASS 200 (ALTERNATIVE X)	LF	7562	\$ 14. ⁰⁰	\$ 105,868. ⁰⁰
114	S	FURNISH PILING CLASS 140 (ALTERNATIVE X)	LF	2524	\$ 12. ⁰⁰	\$ 30,288. ⁰⁰
115	S	DRIVE PILE CLAS 200 (ALTERNATIVE X)	EA	156	\$ 2,800. ⁰⁰	\$ 436,800. ⁰⁰
116	S	DRIVE PILE CLASS 140 (ALTERNATIVE X)	EA	68	\$ 2,200. ⁰⁰	\$ 149,600. ⁰⁰
117	F	STRUCTURAL CONCRETE (BRIDGE FOOTING)	CY	291	\$ 250. ⁰⁰	\$ 72,750. ⁰⁰
118	F	STRUCTURAL CONCRETE (BRIDGE)	CY	437	\$ 650. ⁰⁰	\$ 284,050. ⁰⁰
119	S F	BAR REINFORCING STEEL (BRIDGE)	LB	330315	\$ 0.75	\$ 247,736. ²⁵

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
Contract No. C11-004

120	F	DECK WATERPROOFING	SF	8514	\$ 8. ⁰⁰	\$ 68,112. ⁰⁰
121	S F	FURNISH STRUCTURAL STEEL (BRIDGE)	LB	1677779	\$ 1. ⁰⁰	\$ 1,677,779. ⁰⁰
122		ERECT STRUCTURAL STEEL (BRIDGE)	LS	1	\$ 500,000. ⁰⁰	\$ 500,000. ⁰⁰
123	F	CLEAN AND PAINT STRUCTURAL STEEL	SF	55537	\$ 2. ⁵⁰	\$ 138,842. ⁵⁰
124	F	MISCELLANEOUS METAL (BRIDGE)	LB	15696	\$ 5. ⁰⁰	\$ 78,480. ⁰⁰
125		BRIDGE DECK DRAINAGE	LS	1	\$ 35,000. ⁰⁰	\$ 35,000. ⁰⁰
126		GUARD RAIL FENCING / HANDRAIL (BRIDGE)	LF	344	\$ 68. ⁰⁰	\$ 23,392. ⁰⁰
127		TEMPORARY CHAIN LINK RAILING (BRIDGE)	LF	172	\$ 80. ⁰⁰	\$ 13,760. ⁰⁰
128	S F	FURNISH PRECAST CONCRETE FASCIA BEAM	EA	4	\$ 55,000. ⁰⁰	\$ 220,000. ⁰⁰
129	F	ERECT PRECAST CONCRETE FASCIA BEAM	EA	4	\$ 13,000. ⁰⁰	\$ 52,000. ⁰⁰
130	F	STRUCTURAL CONCRETE, DECORATIVE COLUMN (BRIDGE FOOTING)	CY	288	\$ 160. ⁰⁰	\$ 46,080. ⁰⁰
131	F	STRUCTURAL CONCRETE, DECORATIVE COLUMN (BRIDGE)	CY	630	\$ 450. ⁰⁰	\$ 283,500. ⁰⁰
132	F	ARCHITECTURAL FINISH (BRIDGE)	SF	16350	\$ 2. ⁴⁰	\$ 39,240. ⁰⁰
133	F	LIGHTING / ELECTRICAL (BRIDGE)	LS	1	\$ 40,000. ⁰⁰	\$ 40,000. ⁰⁰
134		CONCRETE STAIN (BRIDGE, DECORATIVE COLUMNS AND PRECAST CONCRETE FASCIA BEAMS)	SF	11500	\$ 1. ³⁰	\$ 14,950. ⁰⁰
135		CONCRETE STAIN (PRECAST ARCHITECTURAL GRANITE BANDS)	SF	2580	\$ 1. ³⁰	\$ 3,354. ⁰⁰
136	D 2	CLASS "A" TOPSOIL, 30" IN DEPTH	CY	1448	\$ 20. ⁰⁰	\$ 28,960. ⁰⁰
137	D 2	SOIL PREPARATION AND FINE GRADING	SF	83753	\$ 0.10	\$ 8,375. ³⁰
138	D 2	HYDROSEEDING (SLOPE AREA)	SF	28400	\$ 0.10	\$ 2,840. ⁰⁰
139	D 2	MULCH (LANDSCAPE AREA)	CY	292	\$ 25. ⁰⁰	\$ 7,300. ⁰⁰
140	D 2	SOIL AMENDMENT (AMEND AREA PER SOIL REPORT)	SF	91000	\$ 0.15	\$ 13,650. ⁰⁰

North Milliken Grade Separation Project C11-004 (Re-Bid)

BID LIST
NORTH MILLIKEN AVE GRADE SEPARATION PROJECT
Contract No. C11-004

141	D 2	SOD	SF	2506	\$ 0.75	\$ 1,879. ⁵⁰
142	D 2	PLANT, 1-GALLON	EA	7468	\$ 5. ⁰⁰	\$37,340. ⁰⁰
143	D 2	PLANT, 5-GALLON	EA	204	\$ 22. ⁰⁰	\$4,488. ⁰⁰
144	D 2	PLANT, 15-GALLON	EA	11	\$ 80. ⁰⁰	\$ 880. ⁰⁰
145	D 2	PLANT IN FLATS	SF	31206	\$ 0.22	\$ 6,865. ³²
146	D 2	TREE, 24" BOX	EA	165	\$ 175. ⁰⁰	\$28,875. ⁰⁰
147	D 2	ROOT CONTROL BARRIER	LF	990	\$ 6. ⁰⁰	\$ 5,940. ⁰⁰
148	D 2	REDWOOD HEADER BOARD	LF	147	\$ 5. ⁰⁰	\$ 735. ⁰⁰
149	D 2	IRRIGATION SYSTEM	LS	1	\$ 90,000. ⁰⁰	\$ 90,000. ⁰⁰
150	D 2	AUTOMATIC IRRIGATION CONTROLLER ASSEMBLY (24- STATION) AND CABINET	EA	2	\$ 7,500. ⁰⁰	\$ 15,000. ⁰⁰
151	D 2	ELECTRIC SERVICE (IRRIGATION)	LS	1	\$ 7,000. ⁰⁰	\$ 7,000. ⁰⁰
152	D 2	90-DAY MAINTENANCE & PLANT ESTABLISHMENT	LS	1	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
153		TIME RELATED OVERHEAD	Work Day	528	\$ 5,000. ⁰⁰	\$2,640,000. ⁰⁰
154		PRECAST ARCHITEXTURAL GRANITE BAND	LF	1340	\$ 40. ⁰⁰	\$53,600. ⁰⁰
155		PRECAST CONCRETE VAULT	LS	1	\$ 27,000. ⁰⁰	\$ 27,000. ⁰⁰
156		CONCRETE STAIN (EARTH RETAINING STRUCTURE LANDSCAPE WALLS)	SF	4400	\$ 1. ⁵⁰	\$ 6,600. ⁰⁰
TOTAL						\$27,160,047. ⁵¹

Notes for Second Column:

"A" indicates an Allowance has been established for this item of work.

"S" indicates that the item of work is a Specialty item.

"D1" or "D2" indicates that the item of work may be Deleted per Paragraph Q of the IFB.

"F" indicates that the quantity shown for an item of work is a Final pay quantity.

ARTICLE VI. ---The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the special provisions.

ARTICLE VII. ---The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless AUTHORITY, the State of California, City of Ontario, UPRR and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by AUTHORITY, the State of California, City of Ontario, UPRR and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++.

Workers' Compensation and Employer's Liability Insurance - Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California and/or the requirements of Union Pacific Railroad. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Union Pacific Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

Liability Insurance - The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form 00 01 12 04 (or a substitute form providing equivalent coverage) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

- (a) \$5,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$20,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

AUTHORITY, the State of California, City of Ontario, UPRR and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway and/or Railway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$5,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage for Certain Operations in Connection with Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) if required by law.

Railroad Protective Liability Insurance – The Contractor shall carry Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) naming AUTHORITY, the State of California, City of Ontario, and UPRR as a Named Insured covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability. The limits of liability shall not be less than \$5,000,000 per occurrence and aggregate of \$10,000,000. A binder stating the policy is in place must be submitted to SANBAG and UPRR before the work may be commenced and until the original policy is forwarded to SANBAG.

Builder's Risk Insurance – Contractor, prior to any work commencing, will purchase and maintain until final acceptance of the work Builder's Risk insurance coverage. Such coverage shall be written on an all risk basis, including water damage and flood, for the replacement cost of all work which will become a permanent part of the project while at the site, or while in transit including any loading or unloading.

Limits shall be not less than the full value of Contractor's contract with SANBAG. For projects where the contract is less than one million dollars (\$1,000,000) the Builder's Risk policy does not need to include a "soft cost" (as defined below) policy endorsement. For contracts exceeding one million dollars (\$1,000,000) the Builder's Risk policy shall include a soft cost endorsement that covers SANBAG's soft costs equal to ten percent (10%) of the full value of the contract. Deductibles shall be no greater than \$25,000, except for flood coverage where the deductible shall not exceed \$100,000, unless approved in writing in advance by SANBAG. SANBAG shall be granted a waiver of subrogation by the Builder's Risk insurer. "Soft costs" means the certain expenses, in addition to labor and materials, required to complete a construction project that has been delayed due to unexpected physical damage and include, but are not limited to the following, design fees, professional fees, financing costs, lease administration, taxes, general administration, lease expenses, permit fees, and insurance premiums.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against AUTHORITY, the State of California, City of Ontario, UPRR, and their authorized officers, employees, agents and volunteers, contractors and subcontractors. This waiver must be stated on the certificate of insurance.

Policy Forms, Endorsements and Certificates – The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be furnished by the Contractor to AUTHORITY on or before 10 business days after the Contractor receives the Notice of Award. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to AUTHORITY. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish AUTHORITY with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, the State of California, City of Ontario, UPRR, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X. ---The undersigned agrees to furnish AUTHORITY with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. These bonds shall be secured from a surety company or companies satisfactory to AUTHORITY and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased in connection with a Change Order, the AUTHORITY may, in its sole discretion, require a corresponding increase in the amount of the Performance and Payment bonds or new bonds covering the Change Order Work.

ARTICLE XI. ---If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII. ---The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

ARTICLE XIII – Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Contract (2) the provisions of IFB 11-004, including any and all Addenda; and (3) any other documents cited herein or incorporated by reference.

ARTICLE XIV. – Contractor warrants that in the performance of this Contract it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE XV. – In connection with its performance under this Contract, Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

ARTICLE XVI. – The originals of all letters, documents, reports and other products and data produced under this Contract shall be delivered to, and become the property of the AUTHORITY. Copies may be made for Contractor's records but shall not be furnished to others without written authorization from AUTHORITY.

ARTICLE XVII. - AUTHORITY and Contractor shall provide under this Contract, a safe, healthy work environment free from the influence of drugs or alcohol. Failure to comply with this Article may result in non-payment or termination of this Contract.

ARTICLE XVIII. – Any and all notices permitted or require to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; (b) upon delivery into the US Mail if delivery is by postage paid and certified mail, fax, or private courier. Each such notice shall be sent to the respective party at the address indicated below,

To Contractor:
CC Myers, Inc
3286 Fitzgerald Road,
Rancho Cordova, CA 95742-6811
Attention: Mr. Robert Schneider
Phone:(714) 978-2726/ Fax: (916)635-1527

To AUTHORITY:
San Bernardino Associated Governments
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410
Attention; Mr. Garry Cohoe
(909) 884-8276

ARTICLE XIX. – INDEPENDENT CONTRACTOR – Contractor's relationship to AUTHORITY in the performance of this Contract is that of an independent contractor. Contractor's personnel performing work under its Contract shall at all times be under Contractor's exclusive direction and control and shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of AUTHORITY. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, worker's compensation insurance, and similar matters.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

San Bernardino County Transportation Authority

Contractor

By: _____
Brad Mitzelfelt
President, SANBAG Board of Directors

By: _____

Date: _____

Date: _____

Approved as to Form and Procedure:

Licensed in accordance with an act providing for
registration of contractors:

By: _____
Jean-Rene Basle
SANBAG Counsel

License Number

Date: _____

Federal Employer Identification Number

Minute Action

AGENDA ITEM: 14

Date: November 3, 2010

Subject: Criteria for Execution of Advance Expenditure Agreements for Valley Freeway Interchange Projects

Recommendation:* 1. Amend Policy 40002 (AE-6 and AE-7), Valley Project Advancement and Advance Expenditure Policies, as specified in Attachment 1, establishing criteria for the execution of Advance Expenditure Agreements (AEAs) for Valley freeway interchange projects. This amendment to the policy sets in place a process for consideration of requests for AEAs, but does not commit SANBAG to execution of any specific Advance Expenditure Agreements. Future recommendations of AEAs for approval will be based on the consideration of the financial strength and stability of SANBAG.

2. Amend Policy 40005/VFI-15, Valley Freeway Interchange Program by deleting the last sentence of the paragraph and replacing it with the following: *"The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in SECTION XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board may request a re-evaluation of the prioritization list at any time."*

Background: The Measure I 2010-2040 Strategic Plan established an Advance Expenditure process to provide reimbursement or credit to local jurisdictions desiring to

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	X	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
--------------------------	-----	--------------------------	-----	-------------------------------------	---	-----	--------------------------	------	--------------------------	-----

Check all that apply

BRD1011d-ss

Attachments: brd1011d1-ss

brd1011d2-ss

brd1011d3-ss

deliver Nexus Study freeway interchange and certain other projects with local resources in advance of an allocation of Measure I funds. Local jurisdictions that wish to take advantage of the Advance Expenditure process would be eligible for reimbursement of the public share of a project's cost at such time as the Measure I funds are available as determined by the AEA policy. The potential advantage to both local jurisdictions and SANBAG is that projects may be delivered earlier and at lower cost than would otherwise be possible, while delaying the draw on Measure I funds.

Although the Strategic Plan establishes the framework for the Advance Expenditure process, no criteria were included for the execution of Advance Expenditure Agreements for specific projects. Staff recommends an amendment to the Strategic Plan to establish criteria for execution of Advance Expenditure Agreements for the Valley Freeway Interchange Program. The recommended amendments are reflected in Attachment 1 to this agenda item. The modifications affect Policies 40002/AE-6 and AE-7.

This agenda item was partially presented to the Major Projects Committee on July 15, 2010. Prior to the completion of the presentation the committee voted to table the item and refer it to the City Manager's Technical Advisory Committee to attempt to further resolve the issues. A related agenda item presented to the Major Projects Committee on July 15 was also referred to the City Manager's TAC. This item involved a recommendation to move forward with a study to analyze modifications to the Measure I 2010-2040 Valley Freeway Interchange Program.

A special meeting of the City Manager's TAC was subsequently scheduled for August 4. Approximately half of the Valley jurisdictions were represented at that meeting, along with several Mountain/Desert jurisdictions. A summary of the discussion is provided below. First, SANBAG staff offered some opening comments.

- SANBAG is still committed to all the projects on the interchange list.
- It has always been understood that the public share would be a combination of Measure I funds and state/federal funding, but it is particularly difficult at this time to make definitive projections of Measure I, state, or federal revenues.
- Measure I is the only fund type that could reimburse AEAs. For this reason alone, SANBAG is limited in the number of AEAs it can execute. Further, dedication of Measure I funds to AEA reimbursement limits SANBAG's ability to leverage the state and federal funding needed to fully fund the program.

BRD1011d-ss

Attachments: brd1011d1-ss
brd1011d2-ss
brd1011d3-ss

- In addition, staff is concerned that SANBAG be able to deliver on its commitments. This is another of the reasons for not going too far down the priority list for AEA eligibility. All Measure I projects have been affected by the 30% drop in Measure I revenue.
- Staff recognizes the value of early delivery, given the lower construction costs in the current economy. AEAs can be a vehicle to keep projects moving, and can benefit both SANBAG and local jurisdictions.
- Staff observed that the current interchange priority list has substantial though not unanimous support of Valley jurisdictions.

SANBAG staff then listed six options for criteria that could be used as the basis to determine projects' eligibility for AEAs. These alternatives had been discussed previously at numerous Transportation Technical Advisory Committee (TTAC) meetings and were reviewed at two previous City Managers' meetings:

1. No Advance Expenditure Agreements
2. AEAs for top 10 interchanges only (SANBAG staff original proposal), with reimbursement in order of priority on the interchange list. Approval of AEAs at the discretion of SANBAG Board.
3. Same as Alternative 2 above, with exceptions to be justified by the applicant and approved by the SANBAG Board. The possible basis for exceptions has never been specifically discussed or defined.
4. Current SANBAG staff proposal - AEAs allowed for top 10 (Tier 1) interchanges, with reimbursement in order of priority, plus AEAs allowed for interchanges 11-20 (Tier 2) with reimbursement based on chronology of expenditure and subject to the availability of funds. No AEAs for interchanges 21 through 33 (Tier 3).
5. Allow AEAs to be executed for any interchange on the priority list subject to either of two sub-options:
 - a. Reimbursement strictly according to order on the priority list, subject to availability of funds.
 - b. Reimbursement based on same tiered strategy as in Alternative 4, but with Tier 3 reimbursed based on chronology of expenditure once Tier 2 interchanges are reimbursed, subject to availability of funds.
6. Jurisdictions negotiate interchange priorities among themselves (similar to Riverside County Transportation Uniform Mitigation Fee program), those ready to move forward submit AEAs, and SANBAG Board considers request.

Discussion then occurred on the attributes of the alternatives and the interchange priority list. Some of the points brought out during the discussion included:

BRD1011d-ss

Attachments: brd1011d1-ss
brd1011d2-ss
brd1011d3-ss

- There is general agreement among jurisdictions that the priority list needs to be as stable as possible, but Fontana's request to revisit the interchange priority list should be noted below. Adjustment of the list every two years, as required by current policy, is believed to be too frequent.
- There was concern that a reshuffling of interchange priorities could undermine local jurisdiction commitments to project development. SANBAG staff indicated that the intent would be to freeze the priority of interchanges that had already progressed significantly through the environmental clearance process. So, for example, SANBAG would not lower the priority for the I-15/Baseline interchange, even if the analysis of the priority changed in the interchange study.
- There was substantial debate over whether the proposed interchange restructuring study, as proposed in the July 15 Major Projects Committee agenda, should even be performed. The group seemed split on that point. SANBAG staff's view is that the study does not obligate SANBAG to any specific action, but could provide information on how to better to allocate scarce fiscal resources. However, it is understood that the study results could further intensify the debate over interchange priority and undermine the stability of the priority list, around which many jurisdictions are now organizing their planning.
- Substantial time was spent reviewing the history of the development of the interchange priority list, dating back to data collection in Spring 2008, to reviews by the TTAC and Strategic Plan Ad Hoc committee in September/October 2008, approval by the Major Projects Committee in October 2008, and approval as part of the Measure I 2010-2040 Strategic Plan in April 2009..
- Fontana would like to see the basis of the interchange priority system changed to use public share cost, rather than total cost, in the benefit/cost ratio. Also, consideration should be given to future growth, not just existing conditions. SANBAG staff indicated that six different combinations of priority formulas had been tested in 2008 and reviewed by committees. The alternate formulas considered future forecasts and consideration of using public share costs in the benefit/cost ratio, as described above. Staff explained that use of total cost and existing conditions were approved because of concern for fixing deficiencies that exist today in developed areas. Mark Nuaimi recalled that the Major Projects Committee provided its consent to use existing conditions and total cost to move the Strategic Plan forward, understanding that this would be revisited in the next update. It was noted that the priority list has not been updated based on the most recent interchange cost estimates.
- Several jurisdictions expressed support for Alternative 4, and several others

BRD1011d-ss

Attachments: brd1011d1-ss
brd1011d2-ss
brd1011d3-ss

indicated support for extending AEA eligibility to the third tier of interchanges (Alternative 5), recognizing that the top two tiers would have to be reimbursed first.

As a path forward, it was determined that it would be helpful to SANBAG staff if jurisdictions expressed their preferences on the alternatives that have been discussed to date. SANBAG staff subsequently requested responses from City Managers regarding their preferred option for AEA criteria. Six written responses were received, expressing the following preferences:

- Chino: supports alternative 4
- Fontana: “recommends that the interchange list be used for funding priority, absent of arbitrary tier designations and on a first-come first-serve basis. In the event the tier recommendation stays in place, it is requested that the three interchange projects (Cedar, Duncan Canyon, and Pepper) that have already received environmental certification be made eligible to receive Measure I funding.”
- Highland: supports alternative 5b
- Ontario: Generally supports alternative 5, noting that all risk of repayment would fall on the jurisdiction
- Rancho Cucamonga: supports alternative 4
- Yucaipa: supports alternative 5b

At a subsequent regular meeting of the City Manager’s TAC (August 19), a report was provided by SANBAG staff regarding the comments that had been received. Given the lack of consensus on the direction in the City Manager’s TAC, the chair suggested that the staff recommendation be taken back to the Major Projects Committee with a summary of the discussions that have occurred. Regarding the interchange priority list, the prevailing view appeared to be that the priority list should not be updated at this time, though this also is not unanimous. Consequently, staff is not taking the recommendation to update the interchange priority list back to the Major Projects Committee at this time.

Overview of Recommended AEA Criteria

Alternative 4 continues to be recommended by SANBAG staff. The recommended AEA criteria are organized around three tiers of interchanges in the Strategic Plan interchange priority list. The list of projects in the Valley Interchange Program is provided in Attachment 2. The key elements of the proposed policy include:

- Interchanges priority 1-10 (Tier 1) would be eligible for execution of AEAs, subject to SANBAG Board approval, with reimbursement to occur in order of priority on the interchange prioritization list.
- Interchanges with priority 11-20 (Tier 2) would be eligible for execution of AEAs, subject to SANBAG Board approval, with reimbursement to occur based on the chronology of expenditure, after the top 10 interchanges are reimbursed. The reason for capping at priority 20 is because current revenue forecasts indicate that Measure I Valley Interchange Program funds may be insufficient to fund projects in the lower portion of the priority list, absent significant additional State and federal funds for the interchange program. Even funding availability for the top 20 interchanges cannot be guaranteed without additional State and federal funds. It should be noted that projects in the top 20 tend to be less expensive, on average, than projects below the top 20. Projects in the top 20 require approximately \$19 million in public share per interchange, while projects below that level require \$34 million in public share per interchange, on average.
- Interchanges of priority 21 and lower (Tier 3) would not be eligible for execution of AEAs under this proposed policy; the policy could be amended at such time as significant improvement in the financial situation is recognized.
- AEAs are subject to SANBAG Board approval and contingent on the presentation of a financially feasible funding plan that demonstrates the jurisdiction is able to carry the project through completion with its own funds, plus any State/federal funds already committed to the project. Each jurisdiction with an AEA assumes all risk of the timing of reimbursement.

As part of the discussion with the TTAC members, SANBAG staff requested that jurisdictions identify interchange projects for which jurisdictions might consider entering into an AEA with SANBAG. There is no obligation on the part of either SANBAG or local jurisdictions regarding this list. It was compiled for information purposes only. The list of projects jurisdictions may want considered for AEAs is provided below, along with their 2009 Nexus Study priority, estimate of total cost, and jurisdiction that holds the majority share financial responsibility per the Nexus Study:

- SR-60/Euclid (Tier 2, priority 12, \$8 million, Ontario holds majority share)

BRD1011d-ss

Attachments: brd1011d1-ss
brd1011d2-ss
brd1011d3-ss

- SR-60/Archibald (Tier 1, priority 9, \$8 million, Ontario holds majority share)
- I-10/4th/Grove (Tier 3, priority 25, \$156 million, Ontario holds majority share)
- I-10/Cedar (Tier 1, priority 1, \$52 million, County holds majority share)
- I-15/Baseline (Tier 1, priority 7, \$36 million, Rancho Cucamonga holds majority share)
- I-15/Duncan Canyon (Tier 3, priority 32, \$63 million, Fontana holds majority share – this interchange has a previously executed Project Advancement Agreement)
- SR-210/Baseline (Tier 1, priority 2, \$9 million, Highland holds majority share)
- SR-210/Fifth (Tier 3, priority 21, \$8 million, Highland holds majority share)

It should be noted that the City of Chino is interested in moving forward with the SR-60/Central interchange (Priority 3, \$30 million cost estimate), but expects Caltrans to be the lead on the next phases. However, an AEA, including a full financial plan, would be required for SANBAG to be a funding participant on that project in the near term. Three of the above projects would not qualify for execution of AEAs, based on the proposed criteria.

The other leading option among city managers (alternative 5, a or b) would allow execution of AEAs for Tier 3 interchanges, with the proviso that expenditures for these interchanges could be reimbursed only following complete reimbursement of all active Tier 1 and Tier 2 projects. It was suggested that this should be a viable option for SANBAG, given that the risk of reimbursement would fall entirely on the local jurisdiction fronting the funds to deliver the project. SANBAG staff's concern with this approach is that, although staff supports the completion of the entire interchange program, it is unclear at this time how the funding for the entire program will be obtained. The execution of AEAs for projects that SANBAG has limited prospect of funding absent substantial additional State and federal funding would be unwise.

The proposed Advance Expenditure policy applies only to the Valley Freeway Interchange Program. A separate Advance Expenditure process for arterial roadways is already outlined in the Strategic Plan, and a future set of Advance Expenditure criteria will be developed for the Valley Grade Separation Sub-program as it is warranted. Existence of the criteria does not guarantee SANBAG Board approval of any specific Advance Expenditure Agreements. For reference,

BRD1011d-ss

Attachments: brd1011d1-ss
brd1011d2-ss
brd1011d3-ss

Attachment 2 provides the list of interchanges in the Measure I Valley Freeway Interchange Program, and Attachment 3 provides copies of the written responses on AEA alternatives from the jurisdictions.

Updating of Interchange Priority List

One of the comments consistently received from many of the jurisdictions during the discussion of AEA policy options was that a two-year update cycle for the interchange priority list was too frequent. This was referenced in the notes from the City Managers TAC meeting provided earlier in this agenda item.

Because of this generally held opinion and because Strategic Plan policy currently requires SANBAG to update the priority list every two years, it is proposed that the update cycle be modified to coordinate with the required SANBAG reviews of the Measure I 2010-2040 Expenditure Plan. The update frequency is stated in Section XIV of ordinance 04-01: "Beginning in 2015, and at least every ten years thereafter, the Authority shall review and, where necessary, propose revision to the Expenditure Plan." These reviews do not obligate SANBAG to modify the priority list, but the proposed policy change would require SANBAG to determine whether an update of the priority list should be entertained along with other Measure I Expenditure Plan updates. The Major Projects Committee also recommended that language be included to acknowledge that the Board may request a re-evaluation of the interchange prioritization list at any time. The last sentence in Policy 40005/VFI-15 would be deleted and replaced by the following: *"The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in SECTION XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board may request a re-evaluation of the prioritization list at any time."* Text in the body of the Strategic Plan would also be modified to correspond to the policy. The last sentence of the existing policy (which would be replaced by the above language) states: "The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SANBAG Board of Directors." This proposed policy change was reviewed by the TTAC on October 4, 2010.

Financial Impact: The Advance Expenditure process allows jurisdictions to continue working on interchange projects with their own funds, with an expectation of reimbursement for the public share according to the proposed criteria. Repayment terms are defined in Strategic Plan Policy 40002 and in the Model Advance Expenditure Agreement. This item has no financial impact on the current SANBAG Budget. All staff activities are consistent with Task No. 60911000 Strategic Plan/Delivery

Plan. This item could have significant long-term impacts on use of Measure I as a flexible funding source to leverage other transportation funding sources/opportunities for interchange projects.

Reviewed By: This item was reviewed and recommended for approval (11-2-0; Opposed: Wapner and Roberts), by the Major Projects Committee on October 14, 2010. This item was also reviewed by the Valley subgroup of the Transportation Technical Advisory Committee (TTAC) on April 21 and May 13, 2010, by the full TTAC on June 7, 2010, and by the City Managers TAC on August 4 and 19, 2010.

Responsible Staff: Ty Schuiling, Director of Planning

BRD1011d-ss

Attachments: brd1011d1-ss
brd1011d2-ss
brd1011d3-ss

Attachment 1

San Bernardino Associated Governments	Policy	40002
Adopted by the Board of Directors April 1, 2009	Revised	Draft 11/3/10 04/01/09
Valley Project Advancement (PA) and Advance Expenditure (AE) Processes Measure I 2010-2040 Strategic Plan	Revision No.	1 0
Table of Contents Purpose References Definitions Policies for Project Advancement Process Policies for the Advance Expenditure Process Revision History		

I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Project Advancement (PA) and Advance Expenditure (AE) processes for jurisdictions in the Valley. Both the PA and AE processes enable local jurisdictions to advance funding for development and construction of Measure I projects prior to the availability of Measure I 2010-2040 revenue for those projects. The policies establish project eligibility criteria and reimbursement terms for each process. The PA process allows for reimbursement on projects that initiate construction no later than January 31, 2009. Eligible expenditures on Nexus Study projects for which construction begins after January 2009 are captured under the AE process, unless otherwise provided for in individual Project Advancement Agreements (PAA). A project for which construction fails to be initiated by January 31, 2009 under a previously executed Project Advancement Agreement may be transitioned to an Advance Expenditure Agreement (AEA) with SANBAG Board Authorization.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

Policy 40005 – San Bernardino Valley Freeway Interchange Program

Policy 40006 – San Bernardino Valley Major Street Program

III. DEFINITIONS

Project Advancement Agreement (PAA) - A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the Advance Expenditure process.

Advance Expenditure Agreement (AEA) – A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the AE process.

Development Share – The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE PROJECT ADVANCEMENT PROCESS

A. General Policies

Policy PA-1: The public share costs for eligible projects in the Valley Freeway Interchange or Major Street Programs shall be eligible for a Project Advancement Agreement (PAA) to reimburse eligible costs incurred under the PAA if construction is initiated no later than January 31, 2009.

Policy PA-2: Only projects included in the most recent Board-approved version of the Development Mitigation Nexus Study shall be eligible for reimbursement under the PA process.

Policy PA-3: The PAA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG for projects being reimbursed under the PA process.

Policy PA-4: In the event a jurisdiction fails to initiate construction by January 31, 2009, SANBAG reserves the right to terminate the PAA upon written notice to the jurisdiction. A jurisdiction may be reimbursed for those eligible project expenditures that occur prior to the date of termination when successfully completed as provided for in the terms of the PAA. A project covered under an executed PAA for which construction fails to be initiated by January 31, 2009 may be transitioned to an Advance Expenditure Agreement with SANBAG Board Authorization. The reimbursement terms of the AE process will apply in this case.

Policy PA-5: Any public share project costs incurred for Nexus Study projects prior to January 31, 2009 without an executed PAA shall not be reimbursed by SANBAG under the PA process. Eligible expenditures for Nexus Study projects not covered under the PA process shall be covered under the AE process, subject to the provisions below.

Policy PA-6: The project cost included in the PAA shall be the Nexus Study project cost in the most recent Board-approved Development Mitigation Nexus Study or the version of the Nexus Study in force at the time the first project expenditures were incurred, whichever is earlier.

B. Reimbursement

Policy PA-7: SANBAG shall reimburse jurisdictions with approved PAAs eligible expenditures up to the public share of either the Nexus Study project cost or the actual cost as adjusted per Policy VS-30, whichever is less.

Policy PA-8: Reimbursements shall not be made under the Project Advancement process for expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement process was adopted by the SANBAG Board of Directors) or prior to the date of approval of a jurisdiction's development mitigation program by SANBAG, whichever is earlier.

Policy PA-9: SANBAG shall reimburse local jurisdictions with PAAs executed under the Valley Major Street and Valley Freeway Interchange Programs with 40% of revenues available to the respective programs on an annual basis. At SANBAG Board discretion, the percentage of program revenue dedicated to reimbursement may be increased to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for a fiscal year are less than the remaining 60% of the pertinent program.

Policy PA-10: Local jurisdictions shall provide adequate documentation to substantiate the costs included in invoices submitted for reimbursement under the PA process. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup. Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

Policy PA-11: SANBAG shall administratively reimburse local jurisdictions with PAAs in the order of expenditure as established by the date of invoice received by the jurisdiction from the contractor/consultant for a PAA project. The order of expenditure shall be considered separately for the Valley Major Street and Valley Freeway Interchange Programs.

Policy PA-12: Reimbursements by SANBAG for eligible expenditures shall be provided on a quarterly basis. Reimbursements shall occur beginning in approximately July 2010 following the quarterly reconciliation of sales tax dollars by the State Board of Equalization. Quarterly reimbursements from the Valley Major Streets and Valley Freeway Interchange Programs shall occur until all local jurisdictions with PAAs are reimbursed.

C. Equitable Share Calculation

Policy PA-13: For the Valley Major Street Program, reimbursement pursuant to PAAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40006, maintained by SANBAG to ensure geographic equity over the life of the Measure.

V. POLICIES FOR THE ADVANCE EXPENDITURE PROCESS

A. General Policies

Policy AE-1: Jurisdictions that deliver Valley Freeway Interchange or Major Street Program projects may expend local jurisdiction funds with the expectation of later reimbursement of the public share costs by SANBAG, subject to the terms of the Advance Expenditure process. SANBAG's commitment to reimburse the public share cost shall be subject to the project priorities and policies referenced in Policies 40005 and 40006.

Policy AE-2: Only projects included in the current, Board-approved version of the Development Mitigation Nexus Study shall be eligible for the AE Program.

Policy AE-3: Reimbursement for a project under the AE process may take the form of monetary compensation for the public share cost of the project as defined in the Advance Expenditure Agreement (AEA), or credit for the same amount against the development share of one or more subsequent projects within the same Measure I Program.

B. Freeway Interchange Program and Railroad/Highway Grade Separation Sub-program Projects

Policy AE-4: All freeway interchanges and railroad/highway grade separation projects for which jurisdictions desire reimbursement under the AE process shall be included in an AEA with SANBAG. For multi-jurisdictional projects, the AEA shall be between the sponsoring agency and SANBAG.

Policy AE-5: The AEA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG and is required to be executed prior to project cost reimbursement or credit under the AE process.

Policy AE-6: ~~For freeway interchanges and railroad/highway grade separation projects, AE agreements executed prior to April 1, 2010 may include reimbursement or credit for eligible project expenditures incurred prior to the execution of the agreement but no earlier than April 5, 2006, or prior to the date of approval of a jurisdiction's development mitigation program by SANBAG, whichever is earlier. For AE agreements executed on or after April 1, 2010, public~~ Public share project costs incurred for Nexus Study projects in advance of an executed AEA shall not be reimbursed by SANBAG, nor shall they be credited against the development share of a future project.

Policy AE-7: SANBAG shall begin reimbursement for phases of a Freeway Interchange project or a Railroad/Highway Grade Separation project in the first year that funding becomes available to the project based on ~~ranking of the project on the SANBAG Interchange or Grade Separation~~ the reimbursement criteria below and on the prioritization list contained in the ~~current~~ Board-adopted version of the Nexus Study in force at the time of the AEA's execution. ~~Therefore, subsequent~~ Subsequent changes in the Interchange and Grade Separation prioritization lists shall not affect the time of reimbursement or availability of credit once the AEA has been executed for the project. **The process and criteria for the execution of Advance Expenditure Agreements for the Freeway Interchange Program include the following:**

- **SANBAG may call for applications for local jurisdictions to enter into Advance Expenditure Agreements (AEAs) for projects in the Valley Freeway Interchange Program. Jurisdictions in the Valley may submit applications for AEAs in response to this call, and SANBAG may enter into such agreements at its option and under the following conditions:**
 - **The request must be made through the call for applications in conjunction with the annual Capital Project Needs Analysis (CPNA) submittal and must include a financial plan that demonstrates the capability of a jurisdiction to fund the entirety of the project through construction without SANBAG's contribution to the public share. The financial plan must show funding sources by phase through completion of the project, including years beyond the five-year CPNA horizon.**
 - **A Project Study Report (PSR), or equivalent, must have been completed and be consistent with current plans for the interchange. Measure I Valley Interchange Funds are not eligible for work on a PSR when applying for an AEA.**
 - **The project must be one of the top 10 interchanges in the most current interchange prioritization list established by the SANBAG Board. This is defined as the group of "Tier 1" interchanges.**
 - **Interchanges in the 11-20 priority range (Tier 2) may be eligible for an AEA on an exception basis, with the required financial plan. Reimbursement for Tier 2 interchanges shall be based on the chronological order of expenditure, following reimbursement for all active Tier 1 interchanges. An "active" interchange project is defined as one that has progressed through the PSR (or equivalent) stage, has identified subsequent phases and funding sources in the most current CPNA, and is demonstrating progress in accomplishing those phases. Any interchange in the Tier 1 list that is not active following full reimbursement of other interchanges in Tier 1 shall be incorporated into the chronological reimbursement process that applies to Tier 2 interchanges. Interchanges of priority 21 or lower (Tier 3) shall not be eligible for an AEA.**
 - **The jurisdiction does not undertake loans of Measure I funds from SANBAG for the development share on any project in any program.**
 - **The jurisdiction assumes all risk associated with the timing of reimbursement of the public share of funds for the project.**
- **Once an AEA is executed, the ranking for purposes of AEA reimbursement shall be no lower than the ranking of the project at the**

time of AEA execution, even if traffic study and cost updates indicate a lower ranking. A higher ranking may accelerate the reimbursement for a Tier 1 interchange, based on the project's new position on the priority list. The updated ranking will not affect reimbursement for Tier 2 interchanges.

- The SANBAG Board has the sole discretion to approve or deny applications for AEAs based on the criteria and on project and financial conditions that exist at the time of the request. These financial conditions may include, but are not limited to, any indication that reimbursement of the public share of project cost would likely exceed SANBAG's funding capacity over the term of Measure I 2010-2040. SANBAG shall consider anticipated reimbursements of Measure I 2010-2040 funds for AEA projects in the annual apportionment and allocation process.

Policy AE-8: In general, SANBAG will complete reimbursement for a Freeway Interchange or Grade Separation project in its entirety prior to allocation of funds to construction of a project of lower priority on the Freeway Interchange or Grade Separation prioritization list. This will be balanced with the need to maintain commitments to other interchange or grade separation projects on which project development activity has been initiated.

Policy AE-9: SANBAG shall only reimburse or provide credit to jurisdictions with approved AE projects up to the public share of the project cost in the Board adopted Nexus Study in effect at the time the AEA was executed, or the public share of the actual project cost, whichever is less.

Policy AE-10: Reimbursement for project development phases of a project under the AEA shall be limited to the estimated cost of the phase for which funds have been allocated, as included in the current Board-approved version of the Nexus Study or to the actual cost, whichever is less.

Policy AE-11: The AEA shall be amended by phase to incorporate the project cost information included in the current Board-adopted version of the Nexus Study.

Policy AE-12: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup. Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

C. Valley Arterial Sub-program Projects

Policy AE-13: The following types of projects in the Valley Major Street Arterial Sub-program are eligible for reimbursement of public share costs under the AE process:

- Nexus Study project costs that are:
 1. Incurred prior to the commencement of Measure I 2010-2040
 2. Not covered under the PA process mentioned above.
 3. Not incurred prior to either April 5, 2006 or prior to the date of approval of a jurisdiction's development mitigation program by SANBAG, whichever is earlier.
- Nexus Study projects included in the Jurisdiction Master Agreement that have incurred additional costs for project delivery beyond the total amount of funding allocated to a jurisdiction in a fiscal year.

- Nexus Study projects for which an allocation of funding was not approved in the current fiscal year but will be available in future years, subject to a jurisdiction's cumulative equitable share calculations.

Policy AE-14: Projects delivered through the AE process in the Valley Arterial Sub-program are not required to execute an AEA prior to the expenditure of funds on eligible projects (as defined by Policy AE-13 above)

Policy AE-15: Prior to receiving reimbursement or credit under the AE process, jurisdictions shall specifically designate the project(s) in their Capital Project Needs Analysis and receive an allocation of funding by the SANBAG Board for the project, documented through the Jurisdiction Master Agreement.

Policy AE-16: In the annually submitted CPNA, a local jurisdiction with an eligible AE project shall specifically designate whether it elects to receive reimbursement or credit under the AE process for the project. The decision to receive credit or reimbursement will be reflected in the Jurisdiction Master Agreement.

Policy AE-17: Advance Expenditure projects shall be included in the Jurisdiction Master Agreement. Following approval of the agreement, the local jurisdiction may submit invoices for reimbursement or receive credit toward the development share of future project cost.

Policy AE-18: Jurisdictions shall not receive immediate reimbursement or credit for Advance Expenditure in excess of the jurisdiction's five-year equitable share of Valley Arterial Sub-program funds. Jurisdictions that reach the cap on reimbursement or credit may submit eligible projects for reimbursement as additional allocations become available under the jurisdiction's five-year equitable share cap.

D. Equitable Share Calculation

Policy AE-19: For the Valley Major Street Program, reimbursement pursuant to AEAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40006, maintained by SANBAG to ensure geographic equity over the life of the Measure.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Expanded Policy AE-7, establishing criteria for execution of Advance Expenditure Agreements for valley freeway interchange projects. Deleted language no longer applicable in Policy AE-6.	

Attachment 2
Interchanges in the Measure I Valley Freeway Interchange Program
(See key to jurisdiction list at end of table)

Interchange and Place on Priority List	2009 Nexus Study Cost (\$Millions)	Total Fair Share %	Nexus Study Splits	
			Jurisdictions Involved (Lead Juris. Listed First)	Percentage Splits
SR-60 at:				
Ramona (15)	\$30	31.3%	Ch/Co/Mo	53/39/8
Central (3)	\$30	58.8%	Ch/Co/Mo	91/8/1
Mountain (14)	\$26	46.2%	Ch/On	50/50
Euclid (12)	\$8	44.5%	On/Ch	57/43
Grove (11)	\$51	48.3%	On/Ch	99/1
Vineyard (24)	\$51	60.3%	On/Ch	93/7
Archibald (9)	\$8	66.1%	On	100
I-10 at:				
Monte Vista (10)	\$25	24.1%	Mo/Up/Co	74/2/24
Euclid (13)	\$9	17.4%	Up/On	60/40
Grove/4 th (25)	\$156	17.1%	On/RC/Up	64/22/14
Vineyard (22)	\$84	60.0%	On	100
Cherry (Exempt)	\$77	35.4%	Co/Fo	64/36
Beech (31)	\$114	50.0%	Fo/Co	64/36
Citrus (Exempt)	\$54	38.4%	Fo/Co	99/1
Alder (28)	\$99	50.0%	Fo/Co	71/29
Cedar (1)	\$52	30.0%	Co/Fo/Ri	74/12/14
Riverside (In const)	\$44	27.4%	Ri/Co/Ct	66/8/26
- Phase 1 (Ramps)	\$34			
- Ph 2 (Bridge)	\$10			
Pepper (19)	\$55	34.0%	Ct/Co/SB	92/4/4
- Pepper/Valley	\$10			
- Ramps/Bridge	\$45			
Mt. Vernon (8)	\$32	5.1%	Ct	100
Tippecanoe (Exempt)	\$60	34.6%	SB/LL	50/50
Mtn. View (18)	\$51	37.8%	LL/SB/Co/Re	70/20/6/4
California (27)	\$45	47.8%	Co/LL/Re	47/38/15
Alabama (6)	\$27	50.5%	Co/Re	65/35
University (4)	\$6	17.9%	Re	100
Wabash (33)	\$27	35.8%	Co/Re	88/12
Live Oak (Complete)	\$20	37.0%	Yu/Re	99/1
Wildwood (29)	\$35	50.0%	Yu	100

ATTACHMENT 3

Comments from Jurisdictions

From: Chris Hughes <CHughes@ci.ontario.ca.us>
Sent: Thursday, August 12, 2010 5:49 PM
To: tschuiling@sanbag.ca.gov <tschuiling@sanbag.ca.gov>
Subject:

Ty,

Please accept the following comments pursuant to the August 4, 2010 City/County Managers Technical Advisory Committee meeting. The agenda topic related to the 2010-2040 Measure I Strategic Plan, Advanced Expenditure Agreement policy for the Valley Freeway Interchange Program. Ontario generally supports Alternative 5.

* Ontario supports a policy that allows for AEA's to be executed for all interchanges named in the existing location priority list with the understanding that reimbursement of Measure I funds is subject to availability and that the local agency (city or county) assumes all risk for future reimbursement.

* Ontario would support either the no tiers or the three tier approach relative to project priority and reimbursement timing (i.e. Tier 1 is comprised of projects 1-10, Tier 2 is comprised of projects 11-20 and Tier 3 is 21-33). However, there must be clearly defined timelines for a project to be considered active so that any one project does not hold up timely completion and public share reimbursement on a lower ranked project. It would not be in the best interest of the region/voters to allow a Tier 1 project to sit idle for several years resulting in delayed completion of other interchanges. For example: an agency responsible for a Tier 1 project can wait until year ten of the 30 year measure before starting the project. Assuming it takes another fifteen years to complete preliminary engineering, environmental, design and construction, we will be in year 25 of the 30 year measure before a Tier 2 project can start receiving reimbursement. This is a disincentive for agencies to move forward with lower ranked projects.

Please feel free to contact either Mr. Louis Abi-younes or Tom Danna should you have any questions.

From: Joseph Hughes [mailto:jhughes@cityofhighland.org]
Sent: Wednesday, August 18, 2010 7:46 AM
To: Joanne Cook; Ty Schuiling
Cc: Ernie Wong; Larry McCallon
Subject: RE: Followup to Meeting with City Managers Regarding Criteria for Advance Expenditure Agreements (AEAs)

Ty,

I offer the following comments to SANBAG's 8/9/10 email concerning Criteria for Advance Expenditure Agreements for freeway interchange projects:

1. Keep the existing freeway priority list as is. The existing priority list, containing 33 interchange projects, was developed by SANBAG over a considerable amount of time based on objective, measurable criteria, and has been generally accepted by the majority of local agencies for planning of their interchange projects. It is important that this priority list be as stable as possible.
2. Do not re-evaluate the methodology used to determine project priority. The current criteria, based on the ratio of total project cost (not just Measure I cost) and project benefit (reduction of delay) associated with improvement of the entire existing freeway interchange, provides a quantifiable measure used to rank the merit of improvement projects on existing interchanges. Any attempt to use a different set of criteria will undoubtedly intensify the debate over interchange priority and undermine the stability of the priority list.
3. Measure I funds should first be used to improve existing freeway interchanges and not to construct new interchanges, which have a stronger nexus with new development and should be mostly funded by new development.
4. Project readiness should not be the main factor used in priority ranking of interchange projects. This is not a quantifiable measure. It puts many smaller agencies, who at this time do not have the same financial means as some larger agencies to construct interchange projects, in an unjustified disadvantage position.
5. Alternative 5b represents a reasonable compromise that would address concerns recently raised by a number of agencies. This alternative provides the following benefits:
 - a. It maintains the integrity of the current priority list - The top 10 (Tier 1) interchanges would be reimbursed based on project ranking.

b. It encourages timely construction of projects - Interchanges 11 thru 20 (Tier 2) would be reimbursed based on chronology of expenditure, after all Tier 1 projects have been reimbursed.

c. It does not entirely rule out the Tier 3 projects from possible Measure I reimbursement - Interchanges 21 thru 33 (Tier 3) would be reimbursed based on chronology of expenditure, after all Tier 1 and Tier 2 projects have been reimbursed.


Thank you for requesting our input on this important issue.

Joe

Joseph Hughes
City Manager
City of Highland
27215 E. Base Line
Highland Ca, 92346
(909) 864-6861
(909) 862-3180 (Fax)

**Memorandum
City of Fontana**

To: Ty Schuiling
Director of Planning, Sanbag

From: Ken Hunt 
City Manager

Date: August 18, 2010

Subject: Advanced Expenditure Agreements

With regards to the policy discussion about Advanced Expenditure Agreements (AEA), the City of Fontana's position is that the staff recommendation for alternative #4 will have a detrimental effect on the timely delivery of interchange projects. It is rather recommended that the interchange list be used for funding priority, absent of arbitrary tier designations and on a first-come first-serve basis. In the event the tier recommendation stays in place, it is requested that the three interchange projects (Cedar, Duncan Canyon and Pepper) that have already received environmental certification be made eligible to receive Measure I Funding.

Discussion

In your email dated August 9, 2010, it states that:

1. Sanbag staff is committed to the delivery of all the projects on the interchange list
2. The value of early delivery of projects given the lower construction costs in the current economy is recognized.
3. It has always been assumed that the public share of cost would include a combination of Measure I and State and Federal Funding.

Fontana concurs with the importance of these principles but feel the recommendation from staff is counter productive to the accomplishment of these objectives.

As eligibility for State and Federal funding is greatly enhanced by creating shelf ready projects, any policy considered by the Sanbag Board should encourage jurisdictions to do whatever is in their power to move projects forward. The recommended policy to enter into an AEA with the first ten projects, then to enter into an AEA with the second ten projects only after completion of the first ten, and then to preclude the ability for the third tier projects to enter into an AEA creates a disincentive to advance projects. Top tier projects, guaranteed for AEA funding have no incentive to push their projects to construction. Tier two and tier three projects, with no guarantee of getting funding may also be less

willing to risk the significant investment to get their projects to construction as they may not have the resources to construct them once they are shelf ready.

Leaving the priority list in place, but allowing for reimbursements subject to available funding based on those established priorities provides an incentive for all jurisdictions to work diligently to get their projects moving forward. This will benefit the measure with a likely lower cost of project delivery in the short term as well as enhancing the opportunities for future State and Federal funding in the longer term, similar to what was accomplished on Cherry, Citrus and Interstate 215.

Should the board decide to stay with Staff's tier based recommendation, I would request the board give consideration to the interchange projects that have already cleared environmental processing. These are Cedar, Duncan Canyon, and Pepper (re-validating). As these specific projects are currently or soon will be shelf ready for construction, I would recommend the Board take advantage of the current economic conditions that should allow these projects to be delivered with significant savings from the Engineer's estimate. Treatment of these projects in this manner would be similar to what the Board did in funding Citrus, Cherry, Tippecanoe and Riverside.

The final point to be made is that the priority list was an attempt to place a value on each interchange in terms of dollars invested for congestion relief accomplished. This assessment was completed at a point in time and in a manner that discounted the value of new interchanges in areas that have the potential for future growth. The current priority list should be updated for current cost estimates and the board should consider the secondary value of new economic growth prior to locking into a tier based system that will preclude projects from being eligible for AEA funding. It is my understanding that such an update was part of the board recommendation when they considered this item in the past. In the event that a jurisdiction, such as Rancho Cucamonga, has moved forward with a project in reliance of the current priority list, they should receive specific consideration for funding in this program in the event an updating of the priority list moves them from tier one to a lower tier.

Thank you for your consideration of this issue. If you have any questions, please feel free to let me know.

Mr. Schuiling

The City of Chino received your electronic correspondence dated August 9, 2010 regarding criteria for Advanced Expenditure Agreements (AEA). Thank you for the opportunity to provide you with written comments on this matter.

As discussed in the meeting on August 4, the interchange priority list was developed in 2008 through a detailed process and all agencies in San Bernardino County had the opportunity to participate. Data was collected, several methodologies were considered before one was selected and an interchange priority list was presented to the Major Projects Committee and the SANBAG Board of Directors (Board) for approval. Because this list was approved by the Board and the methodology was developed with comments from the Transportation Technical Advisory Committee (TTAC), a re-evaluation of the priority list is not supported by the City of Chino at this time. Additionally, we do not support an adjustment in priorities every two years. Interchange projects require a significant amount of time to 1) secure all of the necessary funding, 2) obtain agreements and support from participating agencies, 3) obtain environmental clearance, 4) complete the preliminary and final design, for these reasons the City of Chino does not support adjusting the priority list every two years. A two year cycle may work well for other programs but not for the interchange program as it could cause local agencies serious legal issues and loss of funds. A longer re-evaluation period is recommended and should be incorporated in the policies affecting the interchange priority list.

SANBAG staff has listed six criteria alternatives for consideration. After consideration of all alternatives, the City of Chino maintains its support for alternative 4 listed in your email (SANBAG staff's current proposal). This proposal indicates the following:

1. AEA's will be allowed for the top 10 (Tier 1) interchanges with reimbursement in order of priority.
2. AEA's will be allowed with interchanges 11-20 (Tier 2) with reimbursement based on chronology of expenditures and subject to availability of funds.
3. No AEA's for interchanges 21-33 (Tier 3).

It is our understanding that the Tier 1 interchanges could take up to 10 years to complete. If this is correct, then re-evaluation of Tier's 2 and 3 priorities could be considered at some future time. The City of Chino wants to ensure that all of the Tier 1 interchanges receive AEA's while not over committing SANBAG and causing new challenges to managing Measure I funds.

Please contact me if you have any questions regarding this matter at (909) 464-8393.

Jose Alire

Director of Public Works

City of Chino

From: Steuer, Mark [mailto:Mark.Steuer@cityofrc.us]
Sent: Wednesday, August 18, 2010 5:01 PM
To: Ty Schuiling
Cc: Lam, Jack; Gillespie, Jon; Joanne Cook
Subject: AEA Preferred Alternative Rancho Cucamonga

Mr. Schuiling,

In regards to the six criteria alternatives that could be used as the basis to determine projects' eligibility for AEAs, Rancho Cucamonga supports Alternative No. 4-Current SANBAG staff proposal. Jack informed Deborah of our position at the August 4th meeting (he wrote it down on a card and handed it to her) therefore, we did not find it necessary to respond back to you earlier with a preferred alternative. We apologize for any confusion this may have caused. If you have any further questions please contact me.

Regards,

Mark A. Steuer, P.E., G.E.
Director of Engineering Services/City Engineer
City of Rancho Cucamonga
Ph. (909) 477-2740
Fax (909) 477-2741
Mark.Steuer@cityofrc.us

From: Ray Casey [mailto:rcasey@Yucaipa.org]
Sent: Thursday, August 19, 2010 8:50 AM
To: Ty Schuiling
Subject: AEA

Ty,

I apologize for my tardiness in this response but Yucaipa would vote for option 5b relative to the proposed Valley Interchange AEA Program. Thanks.

Ray Casey

AGENCY REPORTS



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

October 6, 2010

Members of the Governing Board:

Chairman

Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman

Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Bill Campbell
Supervisor, Third District
County of Orange

Jane W. Carney
Senate Rules Appointee

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
Mayor, City of Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

To: Mayors and Councilmembers

From: **Dennis R. Yates**, Mayor/City of Chino *D Yates dr*
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached are the agenda items and outcomes of the October 1, 2010 AQMD Governing Board meeting, and a preview of the items for discussion at the October 29, 2010 and the November 5, 2010 Board meetings.

PUBLIC HEARING ITEM AT OCTOBER 1, 2010 BOARD MEETING:

Adopt Proposed Rule 1420.1 - Emissions Standard for Lead From Large Lead-acid Battery Recycling Facilities

(Continued to November 5, 2010 Board Meeting)

On October 15, 2008, the U.S. EPA amended the National Ambient Air Quality Standard (NAAQS) for Lead. The standard has been lowered from 1.5 µg/m³ to 0.15 µg/m³ in order to provide an adequate margin of safety that would ensure the protection of public health. Based on current monitoring data, large lead-acid battery recycling facilities are one of the largest sources of lead. Proposed Rule 1420.1 establishes additional requirements for large lead-acid battery recycling facilities to meet attainment of the new NAAQS for Lead.

PUBLIC HEARINGS SET FOR FUTURE BOARD MEETINGS:

OCTOBER 29, 2010

Adopt Proposed Rule 320 - Automatic Adjustment Based on Consumer Price Index for Regulation III Fees

The proposed rule would provide that all fees set forth in Regulation III, with specified exceptions, would automatically be adjusted effective July 1 of each year by the California Consumer Price Index for the preceding calendar year as referred to in Health and Safety Code Sections 40510 and 40523, unless the Governing Board by rule decides not to implement such fee increase for a given year, either for all fees or for a specified fee or fees.

NOVEMBER 5, 2010

Amend Regulation XX - RECLAIM Program

Proposed Amendments to Regulation XX – RECLAIM will achieve additional SO_x reductions pursuant to the 2007 AQMP Control Measure #2007CMB-02. The proposed amendments also address requirements for demonstrating Best Available Retrofit Control Technology equivalency in accordance with California Health and Safety Code §40440.

Adopt Proposed Rule 1714 - Prevention of Significant Deterioration for Greenhouse Gases, and Amend Regulation XXX – Title V Permits

On June 3, 2010, U.S. EPA promulgated a tailoring rule establishing BACT and permitting requirements for GHG emissions under Prevention of Significant Deterioration (PSD) and Title V programs, respectively. U.S. EPA proposed a phased approach to the regulation and permitting of GHG sources. Staff is proposing a new rule for PSD for GHGs (PR 1714), and amendments to Title V (Regulation XXX) to implement the federal provisions.

Amend Rule 1175 – Control of Emissions from the Manufacture of Polymeric Cellular (Foam) Products

The proposed amendment will address rule deficiencies identified by U.S. EPA by incorporating administrative provisions to require source testing and record keeping that demonstrates compliance and ensures federal enforceability, while also correcting typographical errors and addressing other minor clarifications.



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: The MSRC held a special meeting on Monday, September 20, 2010, at 1:30 p.m. in Conference Room CC8, in lieu of its regularly scheduled meeting, to address regular business and continue brainstorming elements of the FY 2010-11 Work Program. The MSRC's next meeting is Thursday, October 21, 2010, at 2:00 p.m. in Conference Room CC8.

Contract Award for Implementation of Telework Demonstration Program

As part of the MSRC's FY 2009-10 Work Program, an RFP to implement a Telework Demonstration Program was released with a \$200,000 maximum target funding level. The program parameters were intended to include researching why telework programs have not been more widely adopted, what can be done to remove employer resistance, and to demonstrate these concepts at actual employment sites within this region. It would also include development of a toolkit that would allow other employers after the demonstration to more easily implement telework programs. The RFP closed on July 20, 2010, at which time four proposals were received. At its September 20, 2010 meeting, the MSRC unanimously awarded a contract in the amount of \$199,449 for design, implementation and administration of a telework demonstration to Elham Shirazi. The AQMD Board will consider this award at its October 1, 2010 meeting.

Additional Funds Approved for Alternative Fuel School Bus Incentives

For its FY 2008-09 Alternative Fuel School Bus Incentives Program, the MSRC allocated \$3 million, of which \$420,000 remains, for allocation to the two qualified vendors, A-Z Bus Sales and BusWest, for public schools purchasing CNG or propane buses. At its September 20, 2010 meeting, the MSRC unanimously awarded A-Z Bus Sales an additional \$180,000 to provide incentives for an anticipated order from the Ontario-Montclair Unified School District. The modification will only be processed if and when the actual purchase order is submitted by the school district.

FY 2010-11 Work Program Development

MSRC staff reported to the MSRC that following the joint offsite retreat between the MSRC and its Technical Advisory Committee, five subcommittees were formed to develop work program categories and parameters. The five subcommittees are: Vehicles; Infrastructure; Local Government Match; Transportation Control Measures; and Showcase (referring to the MSRC's program to verify on-road retrofit devices on off-road construction equipment). The subcommittees have been rethinking the parameters of and how the MSRC implements its programs and has placed a strong emphasis on quantifiable emission reductions and cost-effectiveness. Staff briefly outlined the overall concepts for several of the proposed elements, but the presentation and discussions, due to the late hour, were continued to the next MSRC meeting. Additional information including more specific details and proposed funding targets will be presented to the MSRC for consideration at its October 21, 2010 meeting. It is estimated that more than \$20 million will be available for the FY 2010-11 AB 2766 Discretionary Fund Work Program.

Update on Express Bus Service to Dodger Stadium

In February 2010, the MSRC awarded a \$300,000 sole-source contract to the Los Angeles County Metropolitan Transportation Authority (Metro) to demonstrate a clean fuel transit service (Dodger Stadium Express) to Dodger Stadium as part of the FY 2009-10 Work Program. The funding would offset fares during the 2010 baseball season for the Dodger Stadium Express. Riders could catch the Express at Union Station simply by showing their Dodger game ticket. Metro reported that the Express has been a very successful program to reduce vehicle miles traveled throughout the region, not just Los Angeles County. On average 1,600 baseball fans per game boarded the alternative fuel buses deployed for the Express. The highest ridership came on opening day with 3,000 riders and the Yankee series in late June averaged 2,600 riders. The MSRC grant helped fund the use of six CNG buses. However, Metro increased it to nine to fulfill demand, and 20 for the Yankee series. Metro also surveyed riders during two games in June, an Angels' game and a Yankees' game, to determine where riders traveled from and what transportation mode they used to get to the Express. The survey revealed that 60% of the riders used transit to get to Union Station. Of that sixty percent, 85% used Metro rail and 7% used Metrolink and Amtrak. Passengers traveled on the shuttles from the surrounding five counties and as far away as Kern and Santa Barbara Counties. The service was promoted extensively to Metro riders and to Dodger fans both before and during the season. In addition to brochures and electronic information, Metro produced a video spot promoting the service including clips of fans enjoying the ride and showed it on board their transit TV monitors. The general public learned of the service through Metro briefs or ads in 109 publications throughout LA County as well as on Metro's website and at Union Station. A key component was advertising on the Dodger radio network where radio spots promoted the service regularly. The Dodgers also contributed by promoting ads on the scoreboards during games and on their website. Metro also developed cross-promotions with eight restaurants across town enabling Dodger fans to enjoy discounts

on pre-game meals and then catch the Express. For the future Metro and the Dodgers are exploring sponsorship advertising opportunities with advertising vendors such as CVS Outdoors and the Dodger radio network and hopes to generate funding to offset the cost of the clean fuel transit service going forward. Metro thanked the MSRC for its funding and support.

Report on Results of Mountain Area CNG School Bus Demonstration Program

Four years ago the MSRC approved implementation of a CNG school bus demonstration program in the mountain area to determine the viability of this technology in higher elevations, hilly terrain and colder, snowy weather. The program provided two CNG school buses and a temporary CNG refueling station to Bear Valley Unified School District (Rim of the World, the other school district in the mountain area, declined to participate.) The MSRC's contribution to this program totaled \$180,000 with the AQMD providing co-funding to extend the bus leases. The program successfully demonstrated performance of the technology with high driver and school administration satisfaction. The school bus leases expire shortly and Bear Valley has expressed a strong desire to keep the buses or to obtain new CNG school buses. The MSRC agreed to consider their interest during development of the FY 2010-11 Work Program. The AQMD staff also agreed to work with the MSRC and Bear Valley to determine what, if any, funding mechanisms might be available to assist them in procuring CNG school buses.

Appointment of Regional Rideshare Agency Representative

AB 2766 [H&S Code 44244(a)] stipulates that MSRC membership shall include "a regional ridesharing agency selected by the other members of the committee." When the MSRC last considered this appointment, in May 2003, they unanimously selected the Riverside County Transportation Commission (RCTC) as the Regional Rideshare Agency because RCTC was at that time performing the majority of duties associated with a regional rideshare agency. Currently, all four county transportation commissions are performing some local and regional rideshare services. At its September 20, 2010 meeting, the MSRC considered which agency should at this time represent the Regional Rideshare Agency for participation on the MSRC. The MSRC unanimously selected the Los Angeles County Metropolitan Transportation Commission (Metro) as the Regional Rideshare Agency representative. Metro plans to appoint a representative to both the MSRC and its Technical Advisory Committee.

Sole-Source Award Policy

Recently, the MSRC asked the AQMD District Counsel Office to craft a sole-source award policy to establish a process by which sole-source requests would be considered and to consider regional equity on sole-source requests. At its July 15, 2010 meeting, the MSRC considered the proposed policy language. After discussion, however, the MSRC realized some language needed further refinement and clarification. Consequently, staff submitted a revised sole-source policy to the MSRC for consideration at its September 20, 2010 meeting. After minor refinements, the MSRC adopted a sole-source

award policy. The policy is consistent with AQMD's sole-source justification requirements in its Contracting and Procurement Policy.

Received and Approved Final Reports

The MSRC received and approved three final report summaries, as follows:

- 1) Coachella Valley Association of Governments (CVAG) Contract #MS10002, which provided \$400,000 for a regional PM10 street sweeping program;
- 2) City of Cathedral City Contract #MS07019, which provided \$32,500 to modify the City's maintenance facility; and
- 3) Trillium USA Company Contract #MS08067, which provided \$311,600 to construct a CNG fueling station in Anaheim.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at <http://www.cleantransportationfunding.org>.

Contract Modification Requests

The MSRC considered contract modification requests and took the following unanimous actions:

1. For City of Hemet Contract #ML06035, which provides \$414,000 towards the purchase of seven CNG refuse trucks and installation of a CNG station, approval of a 16-month, no-cost contractual term extension;
2. For City of Riverside Contract #ML07023, which provides \$462,500 towards the purchase of 14 heavy-duty CNG vehicles and CNG station upgrade, approval of a 21-month, no-cost contractual term extension;
3. For City of La Habra Contract #ML07033, which provides \$75,000 towards the purchase of one heavy-duty CNG vehicle and CNG station upgrade, approval of a one-year, no-cost contractual term extension;
4. For Sukut Equipment Contract #MS07068, which provides \$26,900 to demonstrate retrofit devices on off-road vehicles, approval of a vehicle substitution and 18-month, no-cost contractual term extension;
5. For City of Los Angeles Contract #MS07061, which provides \$85,200 to demonstrate retrofit devices on off-road vehicles, approval of a 16-month, no-cost contractual term extension;
6. For Go Natural Gas Contract #MS08062, which provides \$400,000 to install a public access CNG fueling station in Rialto, approval of a one-year, no-cost contractual term extension;
7. For Go Natural Gas Contract #MS08063, which provides \$400,000 to install a public access CNG fueling station in Moreno Valley, approval of a one-year, no-cost contractual term extension;

8. For Clean Energy Contract #MS08055, which provides \$400,000 to install a public access LNG fueling station at the Port of Long Beach, approval of a one-year, no-cost term extension;
9. For Clean Energy Contract #MS08058, which provides \$400,000 to install a public access CNG fueling station at the Ontario Airport, approval of a one-year, no-cost term extension; and
10. For New Bern Transport, a subsidiary of Pepsi Bottling Group, a correction of their \$113,865 award, under the FY 2009-10 Heavy-Duty Alternative Fuel Engines for On-Road Vehicles Program, to provide for the purchase of up to 2 vehicles and the repower of up to 10 vehicles (instead of the purchase of up to 12 vehicles). This award correction is subject to AQMD Board approval and will be considered at their October 1, 2010 meeting.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2002-03 through the present.

Closing Comments

Under closing comments, the MSRC was provided a brief update on plans for the upcoming 20th Anniversary Celebration, which will be held in January as a luncheon outreach event. A small subcommittee of MSRC and MSRC-TAC members was previously formed to finalize plans for this outreach event and to date sponsorship funding totaling approximately \$19,000 has been raised to conduct the event. Further information will be provided to the MSRC as the event date approaches.

ADDITIONAL INFORMATION

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	P. Gilbreath			P. Gilbreath
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	G. Duncan			G. Duncan
District 11 (Bartow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman	G. Coleman		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	K. Chastain			K. Chastain
SANBAG Subregional Appointees*		B. Cortes	J. Williams	R. McEachron
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		G. Norton-Perry M. Leonard	E. Scott	J. Pomierski

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:
10:00 a.m., Policy Committees 12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

[illegible]

Page 2 of 3

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the Administrative Committee</p> <p>In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2009-2010 Audit)</p> <ul style="list-style-type: none"> - SANBAG President – Brad Mitzelfelt, Supervisor - Vice President – Bea Cortes, Grand Terrace - Immediate Past President – Paul Eaton, Montclair - Presidential Appointment – Pat Gilbreath, Redlands
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District</p> <p>In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development.</p> <p>In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland</p>

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

SANBAG Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996